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OPERATIONS  
OF THE  
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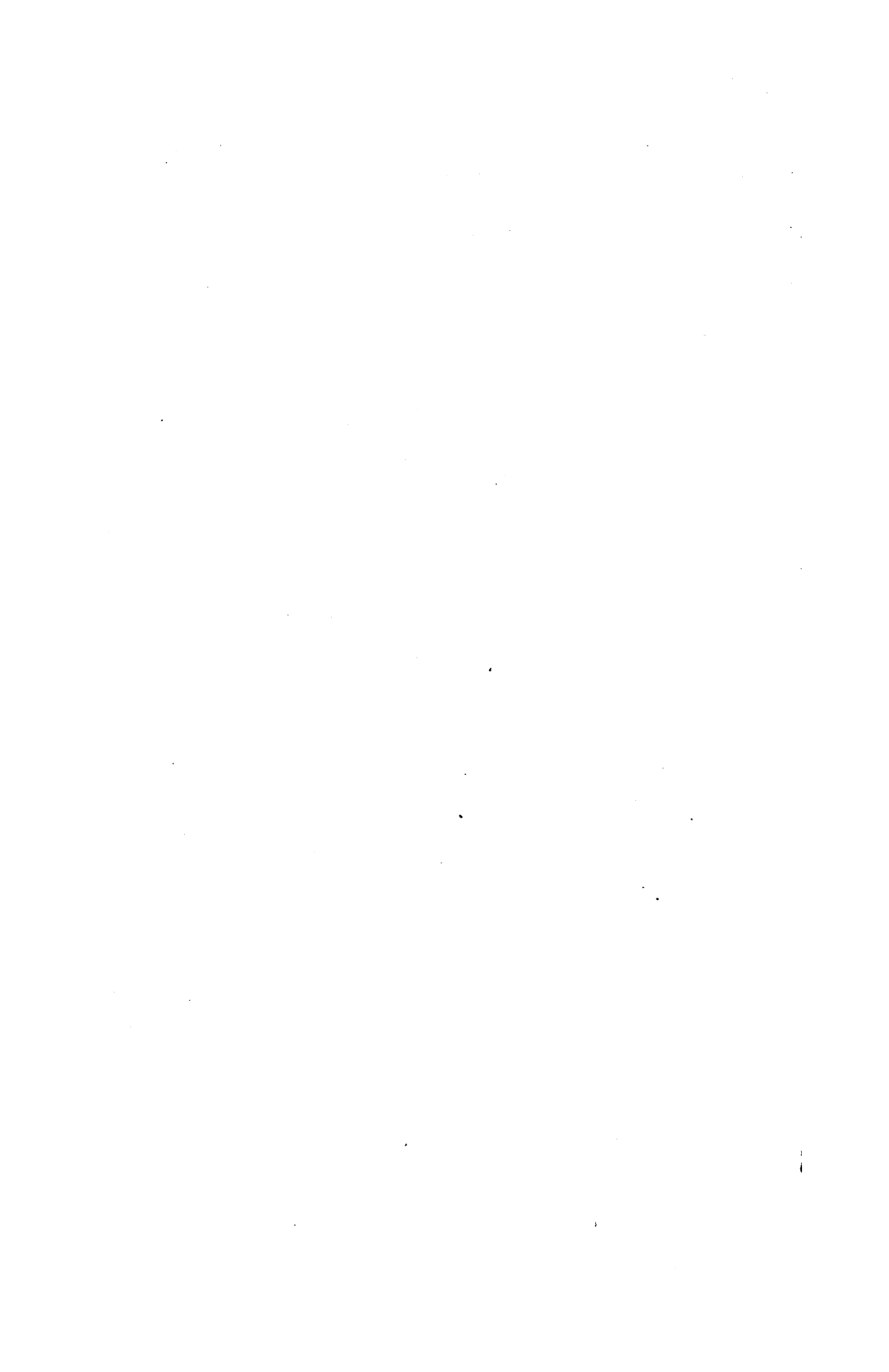
PREPARED FOR THE  
NATIONAL ASSOCIATION OF  
MANUFACTURERS

BY  
THE LAW DEPARTMENT OF THE  
ASSOCIATION

1919

ISSUED FROM  
THE SECRETARY'S OFFICE,  
30 CHURCH STREET, NEW YORK CITY  
WASHINGTON, D. C., OFFICE,  
UNION TRUST BUILDING







**OPERATIONS**  
**OF THE**  
**FEDERAL**  
**TRADE COMMISSION**

**PREPARED FOR THE**  
**NATIONAL ASSOCIATION OF**  
**MANUFACTURERS** *of the United States and Canada*

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## INTRODUCTORY

The operations of the Federal Trade Commission have become a study of great importance to business men of the United States. The Commission is charged with the administration of the Federal Trade Commission act and with provisions of the Clayton act, and from time to time with investigatory functions and duties that reach into every commercial activity of industry.

No attempt has heretofore been made to compile and analyze the complaints of the Commission for the purpose of obtaining through them the Commission's own viewpoint of the meaning and application of the important statutory duties with which it is charged. The present study is intended to provide the manufacturer with a reference volume which will enable him to understand, through the Commission's acts, its own perception of its function.

This compilation and study is the work of Mr. H. L. B. Atkisson, of the Association's Legal Department, and represents the condensation of an extensive and painstaking investigation.

JAMES A. EMERY,

*Counsel.*





## CONTENTS

### PART I

	PAGE
<i>Introductory Analysis</i> .....	9
Price Discrimination—Tying Contracts—Section 7 of the Clayton Act—Section 8 of the Clayton Act—Sum- mary of Operations—Disposition of Complaints— Judi- cial Review—Resale Price Fixing Urged by Commis- sion.	

### PART II

<i>Summary of Complaints Which Charge Unfair Methods of Competition</i> .....	16
---	----

### PART III

<i>Unfair Methods of Competition</i> .....	20
Digest of complaints which allege such unfair methods of competition from Complaint No. 1 to Complaint No. 303.	

### PART IV

<i>Oother Activities of the Federal Trade Commission</i> .....	125
Advice to Business Men—Reports—Pipe-Line Trans- portation of Petroleum—Trade and Tariffs with South American Countries—Fertilizer Industry—Price of Gasoline in 1915—Beet Sugar Industry—News Print Paper Industry—Book-Paper Industry—Anthracite and Bituminous Coal—Flour Milling and Jobbing—Canned Foods—Meat-Packing Industry—Profiteering—Trading with the Enemy—The Export Trade Act.	

### PART V

<i>Expenditures</i> .....	128
From organization to June 30, 1916—for the fiscal year ending June 30, 1917—for the fiscal year ending June 30, 1918—appropriation for the fiscal year 1919-20.	



**OPERATIONS OF THE  
FEDERAL TRADE COMMISSION**



## I

### INTRODUCTORY ANALYSIS

The Federal Trade Commission is now in the fifth year of its existence and an inquiry at this time into its activities may be both pertinent and timely.

By far, the most interesting of those activities from the viewpoint of the business world, as tending to answer and satisfy much speculation and uncertainty, are such specific acts, holdings and decisions of the Commission as will furnish some idea of what is meant by that new and elastic expression "*unfair methods of competition*." We have taken the ground that the complaint itself, the nature of the specific acts complained of, decides what, in the opinion of the Commission, constitutes unfair methods of competition. If the Commission "have reason to believe" that certain acts have been committed and that "a proceeding by it in respect thereof, would be to the interest of the public," a complaint is filed against the offender. Now, the very allegation of the existence of these acts and facts in the complaint and the description thereof would indicate that, in the opinion of the Commission, they constitute unfair methods of competition and are in violation of section 5 of the Federal Trade Commission act. The disposition of the case, its findings as to whether the facts exist or not, whether the respondent is guilty or not of the practices charged, is immaterial for the purposes of the present inquiry. But that the Commission believes a given state of facts to constitute unfair methods of competition is material, as tending to show what practices that body thinks are embraced in this comprehensive term.

For this reason the facts alleged in those complaints which charge violation of section 5 of the Federal Trade Commission law are here given in full, preceded by a summary of the specific acts so complained against, as nearly accurate as these complaints are susceptible of classification, with a figure in parentheses to indicate the number of instances in which those specific acts have been charged.

The nature of other acts and practices forbidden by the two new laws, price discriminations, lease or sale, contracts, known as "tying contracts," ownership of stock by one corporation in another, and interlocking directors, officers or employees, are plain and well understood. Congress, by declaring them unlawful, relieved the Federal Trade Commission of the duty of determining whether or not they constitute "*unfair methods of competition*." They may be treated briefly at the outset and dis-

missed with very few words. It is well to note, however, that all of these inhibitions have this limitation put upon them—"where the effect may be to substantially lessen competition or tend to create a monopoly in any line of commerce."

### PRICE DISCRIMINATION

"where the effect of such discrimination may be to substantially lessen competition or tend to create a monopoly in any line of commerce," in violation of section 2 of the Clayton act, is alleged in Complaint No. 13, against C. L. Coleman Lumber Co., No. 14, against Interior Lumber Co., and No. 251, against American Sheet and Tin-Plate Co.

Violation of section 2 of the Clayton act, as well as of section 5 of the Commission act is alleged in Complaints No. 20, against the Cudahy Packing Co.; No. 25, against J. F. Hillerich & Son Co.; No. 27, against Chester Kent & Co.; No. 30, against Western Clock Co.; No. 80, against Sears, Roebuck & Co.; No. 129, against Wayne Oil Tank and Pump Co.; No. 130, against Gilbert & Barker Mfg. Co.; No. 131, against Atlantic Refining Co.; No. 132, against Standard Oil Co. of Ohio; No. 133, against Standard Oil Co. of Indiana; No. 134, against Standard Oil Co. of New York; No. 135, against Standard Oil Co. of Louisiana; No. 155, against Eli Lilly & Co.; No. 172, against Auto Strap Safety Razor Co.; No. 184, against Enders Sales Co., Inc.; No. 205, against The Tobacco Products Corporation et al.; No. 213, against American Thermos Bottle Co.; and No. 240, against Buffalo Specialty Co.

Violation of section 2, as well as of section 3 of the Clayton act is alleged in Complaint No. 24, against Galena Signal Oil Co.; and of sections 3 and 2 of the Clayton act, as well as of section 5 of the Commission act in Complaints No. 26, against National Distilling Co.; No. 85, against Standard Oil Co. of Indiana; No. 123, against American Can Co.; No. 171, against The Goodyear Tire and Rubber Company; and No. 215, against Minerals Separation Co., Ltd., et al.

### TYING CONTRACTS

"\* \* \* to lease or make a sale or contract for sale of goods, wares, merchandise, machinery, supplies or other commodities, \* \* \* or fix a price charged therefor, or discount from, or rebate upon, such price, on the condition, agreement or understanding that the lessee or purchaser thereof shall not use or deal in the goods, wares, merchandise, machinery, supplies or other commodities of a competitor or competitors of the lessor or seller, where the effect of such lease, sale, or contract for sale, or such condition, agreement or understanding may be to sub-

stantially lessen competition or tend to create a monopoly in any line of commerce," is alleged in Complaints No. 4, against A. B. Dick Co., of Illinois, No. 6, against Fleischmann Co.; No. 8, against Victor Talking Machine Co. of New Jersey; No. 10, against National Building Machine Co. of New York; No. 12, against Warren Jones, Grats et al., who, it is charged, had also refused to sell steel ties for binding bales of cotton unless jute bagging was ordered at the same time; No. 22, against Chicago Flexible Shaft Co., and No. 271, against Fruit Growers Express.

Violation of section 3 of the Clayton act, as well as of section 5 of the Commission act is alleged in Complaints No. 15, against The Curtis Publishing Co.; No. 26, against National Distilling Co.; No. 39, against the Coca Cola Co.; No. 167, against United Electric Co.; No. 183, against the Vortex Manufacturing Co.; No. 206, against Marinello Co. of Wisconsin, et al.; No. 217, against Klaxon Co.; No. 265, against Butterick Co. et al., and No. 266, against Pictorial Review Co.

#### SECTION 7 OF THE CLAYTON ACT

is alleged to have been violated in Complaint No. 79, against American Agricultural Chemical Co. and The Brown Co., which charges that the former acquired all of the stock of the latter, violation of section 5 being also charged. In Complaint No. 93, against Atlantic Ice and Coal Corporation, charges, in addition to violation of section 5 of the Commission act and section 2 of the Clayton act, that the respondent has acquired stock in other corporations engaged in like commerce; and, in No. 162, against The Victor Electric Corporation, in addition to violation of section 5 of the Commission act, it is charged that respondent acquired all the stock of other companies engaged in the same business, and used such stock for voting purposes.

Complaint No. 92, against the Standard Oil Co. of New York, charges acquiring a large part of the stock of the Magnolia Petroleum Co., the effect of which may be to substantially lessen competition between the two companies and to restrain commerce in petroleum, or tend to create a monopoly in that business.

In Complaints No. 248 and No. 250, against Borden Farm Products Co., Inc., violation of section 7 is alleged, respondents being charged with acquiring and holding a large part of the stock of competing companies, the effect of which by voting or granting of proxies or otherwise, is to substantially lessen competition or to restrain commerce in certain sections and communities, or tend to create a monopoly.

In Complaint No. 205, against The Tobacco Products Corporation, et al., violation of section 7 is charged in that respondents have acquired and still hold the entire stock and share capital of the Melachrino Tobacco Trading Co., Schinasi Bros., Inc.,



Prudential Tobacco Co., Inc., and Falk Tobacco Co., thereby substantially lessening competition between the respondent and the said companies. Violation of

#### SECTION 8 OF THE CLAYTON ACT,

is also alleged in that several of the respondents are ineligible to act as directors in the several concerns. Violation of section 2 of the Clayton act and section 5 of the Commission act is also charged in the same complaint.

No attempt is made in this inquiry into the operations of the Federal Trade Commission to criticise the findings, holdings and rulings of that body. Only a plain statement of facts is given for information; and the reader must form his own conclusions as to whether or not the Trade Commission act and the Clayton act—in themselves, and as administered by the Federal Trade Commission—have met the hopes and intentions of those who advocated and framed them; (1) by rendering the Sherman Anti-Trust law more certain and specific, and affording business men the means of knowing with reasonable certainty in advance whether or not the law applied to a given state of facts; and (2) by dealing more effectively with monopoly in its incipency, or, in other words, with practices tending to create monopoly.

#### SUMMARY OF OPERATIONS

On July 1, 1919, the last number of the complaints theretofore filed by the Federal Trade Commission was 303. Of these, three charged violation of section 2 of the Clayton act, alone; eight charged violation of section 3, alone; and three charged violation of section 7, alone. One case charged violation of sections 2 and 3 of the Clayton act. Deducting these fifteen cases from 303, we have 288 cases, which charge violation of section 5 of the Commission act, that prohibiting unfair methods of competition, either alone or in violation of sections of the Clayton act as well. In eighteen cases, violation of section 5 of the Commission act, and section 2 of the Clayton act is charged; in ten cases, violation of section 5 of the Commission act and section 3 of the Clayton act is charged; in five cases, violation of section 5 of the Commission act and sections 2 and 3 of the Clayton act is charged; while violation of section 5 of the Commission act and section 7 of the Clayton act, of section 5 of the Commission act as extended by section 4 of the Act to Promote Export Trade, of section 5 of the Commission act and sections 7 and 2 of the Clayton act, and of section 5 of the Commission act and sections 2, 7, and 8 of the Clayton act is charged in one case each.

Other activities of the Federal Trade Commission comprise investigations pursuant to Senate resolutions and Executive orders,

and the reports of the results of such investigations, a brief summary of which is given in the following pages.

These investigations and reports include those on the canned salmon industry, canned vegetables and fruits, flour milling and jobbing, book-paper industry, news-print paper industry, the beet sugar industry in the United States, the fertilizer industry, pipe-line transportation of petroleum, and the meat-packing industry. A letter from the Chairman of the Commission in response to a Senate resolution of June 10, 1918, transmits a report containing all the facts, figures, data, or information now in possession of the Federal Trade Commission relating to profiteering. A pamphlet of instructions, rules and forms concerning patents, trade-marks, prints, labels, designs, and copyrights in connection with the Trading with the Enemy act and Executive orders of October 12, 1917, has been issued; and another setting out the practice and procedure under the Export Trade act, with some brief but interesting comment on the slowness of exporters to form associations to take advantage of the benefits of this act.

#### DISPOSITION OF COMPLAINTS

Of the 303 complaints filed, a little more than fifty per cent have been disposed of. At least ninety per cent of these have been disposed of by an "Order to Cease and Desist" from the practices complained of. Seven of these "orders" to cease and desist" were by consent, although it is apparent that such consent is not altogether welcome to the Commission; and that some resistance on the part of those complained of would enable it the better and more readily to build up a supplementary code of the law merchant based on generally accepted business ethics.

Other isolated and individual instances of disposition are couched in the following language:

"Dismissed without prejudice as to any future cases of a similar character." (Complaint No. 32.)

"Insufficiency of proof to support the allegations." (Complaints Nos. 93, 94, 161.)

"Testimony showed that wholesome meat was substituted for rejected meat or no charge was made. Commission holds that no relief within the scope of the complaint could now be granted because of the absolute want of present actuality. Complaint dismissed, therefore, but without prejudice to the Commission in the future to proceed against respondent should it indulge in a similar practice contrary to any of the laws the enforcement of which is within the authority of the Commission." (Complaint No. 143.)

In one instance: "Order to cease and desist. The practice was found to have been limited to one branch office, followed for one

month only, and without the knowledge of the General Manager of Western Branches." (Complaint No. 219.)

"Dismissed," Complaints Nos. 13, 14, 57, 98, 101, 103, 104, 106, 142, 160, 165, 247.

"Case dismissed without prejudice, the concern's charter having been forfeited because of the Commission's complaint and investigation." (Complaint No. 230.)

"Dismissed, practice complained of discontinued." (Complaint No. 181.)

The rulings of the Federal Trade Commission have so far been the subject of judicial review in only two instances. On April 29, 1919, the United States Circuit Court of Appeals for the Seventh Circuit modified the ruling of the Commission made last June in the complaint against Sears, Roebuck & Co. The Court sustained the Commission's contention that the respondent must not injure competitors by advertising that the cheapness of the sugar was due to the huge buying power of the respondent, but held that respondent could sell at any price it chooses.

On the 14th of May, 1919, the United States Circuit Court of Appeals for the Second Circuit handed down an opinion reversing the order of the Federal Trade Commission in the case of Warren, Jones & Gratz, et al., appellants, Complaint No. 12. The Commission found that appellants had violated Section 5 of the Federal Trade Commission act by forcing purchasers to buy not only steel ties used in the binding of bales of cotton, but also the jute bagging used in covering said bales, and ordered them to cease and desist from the practice. The Court held that the findings of fact alleged in the complaint were supported by the evidence, but that the Commission did not have jurisdiction of a case of this character on the ground that the practices complained against were not indulged in against "all purchasers and injurious to competitors," and that for the Commission to have jurisdiction the method complained against must be unfair as to the public generally.

#### FIXING OF RESALE PRICES BY MANUFACTURERS UNDER FEDERAL CONTROL URGED BY THE FEDERAL TRADE COMMISSION

In a special report to Congress on July 12, the Federal Trade Commission renewed its recommendation made in December, 1918, that manufacturers be permitted by law to fix and maintain resale prices, subject to review by a disinterested agency.

Under this recommendation, manufacturers desiring to fix and maintain resale prices would file with an agency to be designated by Congress, descriptions of their articles, contracts of sale, and the price schedule to be maintained. The disinterested agency would be charged with the duty, upon complaint of any dealer

or consumer, or other party at interest, to review the terms of contracts and prices.

The Commission's recommendations, it stated, were based on the following conclusions:

1. That producers of identified goods should be protected in their intangible property right or good will, created through years of fair dealing and of sustained quality of merchandise.

2. That the unlimited power, both to fix and to enforce and maintain resale prices, may not be made lawful with safety.

3. That unrestrained price cutting is not in the public interest, and tends, in the long run, to impair, if not to destroy, the production and distribution of articles desirable to the public.

The Commission says that such a law would remove present complexity in the business world, promote the efficiency of manufacturing and commercial institutions, and serve the interest of the consuming public.

## II

### SUMMARY OF COMPLAINTS WHICH CHARGE UNFAIR METHODS OF COMPETITION

As tending to show what the Federal Trade Commission holds to be unfair methods of competition, the following summary is given of the nature of the allegations contained in the complaints, so far filed by the Commission, charging such unfair methods. The number of separate instances in which each allegation is made, is indicated by the figures in parentheses.

"Misrepresentation; of own goods (19); of services and conveniences incident to use of product (1); incident to production (1); of selling at less than cost (2); of competitors' goods (14); of competitors' methods (7); of competitors' financial standing (4); as to connections and relations with competitors (3); pretending to be agent of competitor and quoting exorbitant prices (8); false and misleading advertisements generally (14); relative to competitors (7); that the government has sanctioned their methods or goods and disparaged those of competitor (3); undue sampling (2); contributions to associations and conventions (1); making deliveries without any immediate charge therefor (3); substituting competitors' samples and deliveries (1); trailing competitors' agents (2); espionage on competitors' business (3); acquiring trade secrets from former employees (3); inducing employees of competitors to leave (3); concealing control of apparently independent and competing companies (5); influencing credit reporting houses to make false reports (1); bogus requests for estimates, quotations, information, etc. (3); requiring dealers to keep complete stock of respondent's goods in stock at all times, under penalty of refusing to supply, at great expense and embarrassment to such dealers (1); other vexatious and expensive requirements of dealers as a condition of furnishing their product (1); inducing manufacturers to refrain from furnishing materials to competitors or to recognize them as jobbers (7); refusing to sell to those who will not agree not to sell competitors' goods (3); concerted movement to enhance prices and bring about uniformity of such enhanced prices (3); refusal to sell to dealers who engage in mail order business (3); fixing resale prices (47); establishing and maintaining a system of standard resale prices (3). Gifts to customers (7); to customers' employees (26); to competitors' employees (7); secret payment of money to employees of customers who might otherwise buy goods from competing firms (46); payment of money *and gifts of liquor, cigars and theatre tickets* to employees of

customers and prospective customers as an inducement to influence their employers to deal with respondents (35); bribing employees of railway company to give information as to competitors' goods (3); secretly paying and offering to pay to employees of both its customers and prospective customers, without the knowledge and consent of their employers, sums of money, as an inducement to influence their said employers to purchase goods from the respondent (11); premiums to salesmen and jobbers to push respondent's goods to the neglect of those of competitors (7); bonuses to local contractor and builder to use respondent's material (1); paying, and offering to pay employees of customers, prospective customers and competitors' customers large sums of money to adulterate and spoil for their proper uses the goods sold or offered for sale by competitors to such customers (1); coupons or certificates which represent chances for certain personal property, the distribution of which is to be determined by chance or lot (23); agreeing to give commissions to certain favored customers in return for pushing respondents' goods to the neglect of those of competitors (1); extensive entertainment, of customers and prospective customers (4); of customers' employees (21); of competitors' employees (39).

"Threats not in good faith, to sue for infringement of patents (5); suits, not in good faith, for unfair and unlawful competition (2); vague and uncertain threats, not in good faith, to institute such suits (1); suit to enforce a tying contract (1); advertising an unjustifiable and vexatious suit against a competitor (1); threats to institute suit against persons who deal with competitors (1); endeavoring to induce other competitors to institute suit against a new competitor (1); entering into an agreement by which a consent decree was obtained with the intent and purpose of securing a patent monopoly by threatening suit for alleged infringement against those who refuse to enter into license agreements, by misleading statements as to the scope of their patent (2). Undue influence of and improper use of the activities of advertising agencies (2); of labor union (1); selling below cost where only one competitor (3); use of almost similar trade names (7); offering to purchase raw materials at prices not warranted by trade conditions (6); offering goods for sale at less than cost but conditioned on the purchase of other goods on which profit is made (1); deceiving and misleading the public by manufacturing an article similar in shape and design to another which is well-known (2); conspiracy to control entire output of a product (1); wilfully causing trucks to collide with those owned and operated by competitors (1); mutilating competitors' outfits (1); attempting to hinder, delay and embarrass a competitor in equipping its plant and factory with suitable machinery (1); inducing the cancellation of sales and withdrawal

of patronage of competitors' customers (17); threatening to withdraw its advertising from newspapers that advertise the goods of its competitor (1); endeavoring to embarrass, hinder and delay its competitor in procuring boxes in which to pack its products (1); combining and creating a monopoly, by insisting that employees belong to one association instead of another (1); by requiring actors to advertise in "Variety" (1); by publishing blacklists (3); by inducing competitors' employees to leave its service (3); selling and lending pumps without adequate consideration (8); threatening to sell directly to retail trade (7); selling goods to the government for food for soldiers, knowing same to be spoiled and unfit for human consumption (2); diverting cars to private use after securing preferential order upon statements that such cars were to carry perishable commodities for the use of the government in the prosecution of the war (1); by dividing territory with ostensible but not real competitors (1); by intimidating competitors (1); threatening customers of a competitor (1); obtaining secrets of competitors' business through interests ostensibly independent but actually affiliated (1); pooling surplus products and selling same abroad at a less price than such products are being sold in the United States at the same time, assessments being made to cover losses on foreign sales when made below cost, the effect being to curtail supply, restrain competition, and enhance prices (1); discrimination between customers (1); entering into contract to furnish goods at a certain price, then refusing to fulfill contracts, another company which controls and directs the contracting company, taking over its plant and product and offering product for sale at prices greatly in excess of those contracted for (1); suggesting tests for competitors' machines with knowledge that such tests would destroy the machines (1); threatening and accusing motion-picture dealers of refusing to lease, book or exhibit a picture, for the reason that they, the said motion-picture dealers were German sympathizers and disloyal to the United States (1); changing goods in boxes, and altering brands and marks on boxes, in order to deceive the public as to the quality of the goods sold and offered for sale (1); shipping at market prices large quantities of its products without having sold or received order for same, inducing consignee to take them by promises of extension of long credits, and guaranteeing resale and assurances that their salesmen will effect such quick resale (1); (complaint No. 219); pursuing the practice of guaranteeing its customers against the decline in the price of goods purchased and not resold by such customers at the time of any subsequent decline in the prevailing market price of such goods; that is to say that respondent, with the purpose, intent and effect aforesaid, would guarantee to all purchasers of its manufactured

products that in the event that the market price of such products should thereafter decline, the respondent would refund to all such purchasers, an amount of money equal to the difference between the purchase price of such products, as were undisposed of, and in the hands of the purchaser at the date of any subsequent decline in the price thereof, and the value of such goods, computed at the prevailing market price to which such products had declined; and, in all cases where the price of its products declined after sale and before same had been resold by the purchaser, has actually refunded to all persons purchasing its products, sums of money equal to the difference between the sale price of such products and the prevailing market price of such products of which same declined (1) (Complaint No. 227).

"Representing that goods manufactured in this country were manufactured in Europe (1); by a similarity of names, receiving mail of a competitor and using information thus gained to extend his own business (1)."



### iii

## UNFAIR METHODS OF COMPETITION DIGEST OF COMPLAINTS FILED

### COMPLAINT No. 1

#### *Against the Shredded Wheat Co.*

The complaint alleges unfair methods of competition in violation of the Federal Trade Commission act in (a) attempting to hinder, delay, and embarrass a competitor in equipping its plant and factory with suitable machinery; (b) espionage to procure drawings of machinery; (c) bribing an employee of a railway company to give information as to competitor's goods; (d) inducing the cancellation of sales and withdrawal of patronage of customers of its competitors; (e) instituting an unjustifiable and vexatious action against a competitor; (f) advertising such vexatious action; (g) threats to institute actions against persons who dealt with the competitor; (h) threatening to withdraw its advertising from newspapers that advertised the goods of the competitor; (i) falsely advertising that it had exclusive right to manufacture and sell its products; (j) endeavoring to induce other competitors to institute suit against the new competitor; (k) endeavoring to embarrass, hinder, and delay its competitor in procuring boxes in which to pack its products; (l) and generally endeavoring to prevent and destroy competition.

### COMPLAINT No. 2

#### *Against A. Theo. Abbott & Co.*

The complaint in this proceeding charged the respondent with labeling and advertising certain fabrics manufactured by it as "silk" when such fabric was not silk, or did not contain silk substances.

### COMPLAINT No. 3

#### *Against Circle Cilk Co.*

The complaint in this proceeding charged the respondent with selling cotton thread under a trade name carrying the words "Circle Cilk," and "Embroidery Floss."

### COMPLAINT No. 4

#### *Against Goldin Bros.*

The complaint in this proceeding charged the respondent with selling mercerized cotton under trade name and label carrying the words "Sewing Silk."

After the issuance of the complaints in the three cases, above

cited, the respondents took substantial steps to correct every possible confusion or deception which the practices involved, and an order was entered requiring them to cease and desist from the practices complained of.

#### COMPLAINT No. 6

##### *Against Fleischmann Co.*

Cause: Stifling and suppressing competition by undue sampling, by disposition of gratuities, by making contributions to associations and conventions, by extensive entertainment, by making deliveries of yeast without any immediate charge therefor, by cash payments, substituting competitors' samples and deliveries, trailing competitors' agents, misrepresenting competitors' methods, by concealing its control of a supposed independent yeast company, etc.

#### COMPLAINT No. 7

##### *Against Muenzen Specialty Co., of New York*

Cause: Unfair methods of competition in connection with sale of vacuum cleaners by misrepresentation in advertising, by injurious statements relative to competitors' cleaners, and competitors' financial standing, etc.

#### COMPLAINT No. 9

##### *Against Standard Car Equipment Co., of Pennsylvania*

Cause: Unfair methods of competition in connection with leasing and selling tank cars by inducing employees of competitors to leave, by making false representations that it is closely affiliated with one of its competitors, by acquiring trade secrets of competitor from former employees, etc.

#### COMPLAINT No. 11

##### *Against Botsford Lumber Co., et al.*

Cause: Stifling and suppressing competition on the part of mail-order houses in the lumber and building material trade by bogus and spurious requests for estimates, quotations, printed matter, etc., by influencing credit reporting houses, by inducing manufacturers to refrain from furnishing materials; by surreptitiously obtaining trade secrets and by trailing salesmen.

#### COMPLAINT No. 15

##### *Against The Curtis Publishing Co.*

Cause: Stifling and suppressing competition by refusal to sell its publications to dealers who will not agree not to sell or distribute the publications of certain of its competitors.

## COMPLAINT NO. 16

*Against The Wholesale Saddlery Association of the United States  
and National Harness Manufacturers' Association of the  
United States*

Cause: The complaint is in three parts, viz., (1) against the Wholesale Saddlery Association; (2) against both; and (3) against the National Harness Manufacturers' Association. (1) Stifling and suppressing competition in the wholesale harness and saddlery trade by unfairly hampering and obstructing certain competitors who are not members of the association by inducing and compelling manufacturers of saddlery accessories to refuse to recognize such competitors as legitimate jobbers or wholesalers and entitled to prices and terms as such; (2) stifling and suppressing competition in the combined or closely affiliated wholesale and retail harness and saddlery goods business by inducing and compelling manufacturers of saddlery accessories to refuse to recognize such competitors as legitimate jobbers entitled to prices and terms as such; and (3) stifling and suppressing competition by hampering and obstructing competition by inducing and compelling manufacturers by various means not to sell to certain competitors, among which are mail-order houses, general stores, hardware stores.

## COMPLAINT NO. 17

*Against Bureau of Statistics of the Book-Paper Manufacturers,  
Charles F. Moore, the Bureau's Secretary, and 23 Paper  
Manufacturers*

Cause: Unfair methods of competition by engaging in a concerted movement to enhance prices and bring about a uniformity of such enhanced prices in the book-paper industry.

## COMPLAINT NO. 18

*Against Association of Flag Manufacturers of America, et al.*

Cause: Engaging in a concerted movement to unduly enhance the prices of American flags and to maintain such prices, and to bring about a general uniformity in such prices by meetings, correspondence, and other means of intercommunication.

## COMPLAINT NO. 20

*Against The Cudahy Packing Co.*

Cause: Unfair methods of competition by fixing a schedule of resale prices and by making a price to those who do not adhere to the schedule so high that they cannot make a fair and reasonable profit on resale.

## COMPLAINT No. 21

*Against Ward Baking Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of bread by supplying gratis to each customer in certain localities daily a quantity of bread equal to the amount of bread daily bought and paid for by such customer.

## COMPLAINT No. 23

*Against Chicago Lino-Tabler Co.*

Cause: Unfair methods of competition in connection with the manufacture, sale, and leasing of a device to produce printed ruled lines for tabulation, by attempting to stifle and suppress competition by publishing an incorrect quotation of a patent claim, by threats, not made in good faith, to sue competitor's customers for infringement of patents, by endeavoring to persuade or force certain trade journals to refuse competitor's advertising during the pendency of a suit against a certain competitor's customer by making false and misleading statements, concerning the devices and apparatus and financial condition of this competitor, and by making false and misleading statements in trade journals and to certain customers of the competitor.

## COMPLAINT No. 25

*Against J. F. Hillerich & Son Co.*

Cause: Unfair methods of competition in connection with the manufacture, marketing, and sale of baseball bats by fixing resale prices and refusing to supply those who do not agree to maintain such selling prices or who do not sell at the prices fixed.

## COMPLAINT No. 26

*Against National Distilling Co.*

Cause: Stifling or suppressing competition in the manufacture and sale of yeast by sampling in large quantities, by gratuities to bakers and their employees, by providing entertainment to bakers and their employees, etc., by supplying yeast without any immediate charge therefor, by making payments of cash to customers, which cash payments are included and distributed in the price of yeast delivered under a contract entered into at the time of said payment.

## COMPLAINT No. 27

*Against Chester Kent & Co.*

Cause: Attempting to eliminate competition in the sale of certain proprietary medicines by fixing resale prices and refusing to sell to those who fail to maintain such prices.

## COMPLAINT No. 28

*Against Ward Baking Co.*

Cause: Stifling and suppressing competition by fixing resale prices and refusing to sell to those who will not agree to maintain such standard resale prices or who do not resell at such standard selling prices.

## COMPLAINT No. 29

*Against Nulomoline Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of inverted sugar sirup by claiming the exclusive right to, and monopoly of, the manufacture of inverted sugar sirup and of the process of manufacture; threatening suit against competitors for infringement of letters patent alleged to have been obtained originally by false and misleading statements; threatening to institute suit against customers; false and misleading advertisements.

## COMPLAINT No. 30

*Against Western Clock Co.*

Cause: Attempting to eliminate competition in the sale of certain alarm clocks by fixing resale prices and refusing to sell to those who fail to maintain such prices.

## COMPLAINTS No. 31

*Against National Biscuit Co.*

Cause: Stifling and suppressing competition in certain bakery products by means of a system of rebates and discounts calculated to cause the trade to purchase its goods either largely or exclusively; and by making contracts with advertising agencies which tend to stifle and suppress competition.

## COMPLAINT No. 32

*Against United Drug Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of patent and proprietary medicines, tobacco in different forms, candy, foodstuffs, notions, etc., by selling and offering for sale certain of such merchandise through its various local retail stores at prices, less than cost, which do not yield a fair return of profit.

## COMPLAINT No. 33

*Against American Radiator Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of radiators by offering to the trade certain rebates or discounts.

## COMPLAINT No. 34

*Against Dearborn Typewriter Co.*

Cause: Stifling and suppressing competition in the sale of typewriters by publishing and causing to be published false and misleading advertisements designed and calculated to cause customers and prospective customers to believe that the repaired and rebuilt typewriters of standard makes offered for sale at a price of less than one-half that charged by the makers of such machines are new typewriters. .

## COMPLAINT No. 35

*Against Metro Typewriter Co.*

Cause: Stifling and suppressing competition in the sale of typewriters by publishing and causing to be published false and misleading advertisements designed and calculated to cause customers and prospective customers to believe that the repaired and rebuilt typewriters of standard makes offered for sale at a price of less than one-half of that charged by the makers of such machines are new typewriters.

## COMPLAINT No. 36

*Against Harry A. Smith*

Cause: Stifling and suppressing competition in the sale of typewriters by publishing and causing to be published false and misleading advertisements designed and calculated to cause customers and prospective customers to believe that the repaired and rebuilt typewriters of standard makes offered for sale at a price of less than one-half of that charged by the makers of such machines are new typewriters.

## COMPLAINT No. 38

*Against Block and Emporium*

Cause: Stifling and suppressing competition in the sale of typewriters by publishing and causing to be published false and misleading advertisements designed and calculated to cause customers and prospective customers to believe that the repaired and rebuilt typewriters of standard makes offered for sale at a price of less than one-half of that charged by the makers of such machines are new typewriters.

## COMPLAINT No. 38-A

*Against Block & Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of certain preparations for the treatment of diseases of the skin, tissues, and muscles by adopting the trade name Mentholanum for its preparation and advertising the name,

whereas for years past a preparation, bearing the trade name of Mentholatum, adapted for the use of treating such ailments, has been on the market.

COMPLAINT No. 39

*Against The Coco Cola Co.*

Cause: Stifling and suppressing competition in the sale and distribution of sirups similar to Coco Cola by a system of espionage on the business of its competitors; refusing to sell to wholesalers who will not agree not to sell competitors' goods; fixing resale prices under threat to refuse to sell to those who fail to maintain the resale prices, and by a system of contracts by which jobbers and wholesalers are obligated to pay certain fixed rebates to the fountain dealers; rebates to wholesaler and jobbers; rebates to retailers or fountain dispensers either direct or through jobbers.

COMPLAINT No. 40

*Against The Colorado Milling and Elevator Co.*

Cause: Attempting to eliminate competition by fixing resale prices and by refusing to sell to those who will not agree to maintain such prices.

COMPLAINT No. 41

*Against Rockford Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

COMPLAINT No. 42

*Against Columbus Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

COMPLAINT No. 43

*Against Flood & Conklin Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 44

*Against Warren Soap Manufacturing Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of soap and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 45

*Against Eagle Printing Ink Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of printing inks, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 46

*Against Sigmund Ullman Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of printing inks, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 47

*Against J. M. Huber*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of printing inks, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 48

*Against Walter L. Trainer Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paints, varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 49

*Against N. Z. Graves Corporation*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paints, varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.



## COMPLAINT No. 50

*Against Van Camp Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paints, varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 51

*Against Sun Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 52

*Against Lilly Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 53

*Against McCloskey Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 54

*Against Lindemann Wood Finishing Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paints, stains, and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 55

*Against Adams & Elting Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 56

*Against Valentine & Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 57

*Against Bridgeport Wood Finishing Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 58

*Against George D. Witherill & Co., Inc.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 59

*Against Reliance Varnish Works*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 60

*Against Blackburn Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 61

*Against F. W. Thurston Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 62

*Against Grand Rapids Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 63

*Against National Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 64

*Against Standard Varnish Works*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 65

*Against Mayer & Lowenstein*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 66

*Against Boston Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 67

*Against Louisville Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 68

*Against Murphy Varnish Co.*

Cause: Stifing and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 69

*Against Marietta Paint and Color Co.*

Cause: Stifing and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 70

*Against O'Neil Oil and Paint Co.*

Cause: Stifing and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 71

*Against Grand Rapids Wood Finishing Co.*

Cause: Stifing and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 72

*Against The Forbes Varnish Co.*

Cause: Stifing and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 73

*Against The Lawrence-McFadden Co.*

Cause: Stifing and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 74

*Against Pratt & Lambert, Inc.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 75

*Against Essex Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish, lacquers, and japans through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns, and by secretly and surreptitiously paying and offering to pay employees of its customers, prospective customers, and competitors' customers "large sums of money to adulterate and spoil for their proper uses varnish, lacquers, and japans sold or offered for sale by its competitors to such customers."

## COMPLAINT No. 76

*Against The Glidden Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 77

*Against The Ault & Wiborg Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 78

*Against Chas. R. Long, Jr., Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paints and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 79

*Against American Agricultural Chemical Co. and The Brown Co.*

Cause: Stifling and suppressing competition in the manufacture of fertilizer and in the refining of animal fats and the sale of the products by purchasing and offering to purchase raw materials in certain local areas at prices unwarranted by trade conditions and punish certain competitors who had refused to enter into a working agreement to eliminate competitive bidding for raw materials; wilfully causing their trucks to collide with automobiles owned and operated by competitors.

## COMPLAINT No. 80

*Against Sears, Roebuck & Co.*

Cause: Stifling and suppressing competition by means of false and misleading advertisements offering sugar and other commodities for sale at prices lower than offered by competitors and actually below cost, but conditioned on the purchase of other goods on which the profit is made, and by false and misleading advertisements relative to competitors.

## COMPLAINT No. 81

*Against The Moller & Schumann Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods of competing concerns.

## COMPLAINT No. 82

*Against Photo-Engravers' Club of Chicago*

Cause: Adopting a standard scale or uniform price at which they sell their products and with the intent of stifling and suppressing competition in the manufacture and sale of photo-engravings, having entered into an agreement with the Chicago Photo-Engravers' Union No. 5, I. P. E. U., by the terms of which the respondents employ only union labor in their manufacturing plants, and the members of the union do not accept employment from any manufacturing photo-engraver not a member of the respondent club, and in furtherance of such agreement the union has adopted a rule whereby union labor is to cease working in photo-engraving plants which do not maintain such standard scale of prices; and by fines and threats to withdraw labor, compelling members to maintain such prices against their will.

## COMPLAINT No. 83

*Against American Mailing Device Corporation*

Cause: Stifling and suppressing competition on the part of its sole and only competitor, the Cutler Mail Chute Co., in the

manufacture, sale, and installation of its product in interstate commerce, has sold, and is now selling, the same at and for a price which is at or less than the cost of producing the same.

COMPLAINT No. 84

*Against Cutler Mail Chute Co.*

Cause: Stifling and suppressing competition on the part of its sole and only competitor, the American Mailing Device Corporation in the manufacture, sale, and installation of its product in interstate commerce, has sold, and is now selling, the same at and for a price which is at or less than the cost of producing the same.

COMPLAINT No. 86

*Against F. E. Atteaux & Co.*

Cause: Unfair methods of competition in the manufacture and sale of dyestuffs and chemicals by giving gratuities and making gifts to employees of its own and its competitors' customers and by loaning and offering to loan money to such employees, all with the intent of inducing the respective employees to purchase materials from the respondent, or to influence such employees to refrain from dealing or contracting to deal with its competitor.

COMPLAINT No. 87

*Against Crescent Manufacturing Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing, and sale of baking powder, spices, teas, coffees, and flavoring extracts by fixing resale prices and refusing to sell to those who will not agree to maintain such specified standard resale prices.

COMPLAINT No. 88

*Against Beech-Nut Packing Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing, and sale of chewing gum by fixing specified standard resale prices and refusing to sell to those who will not agree to maintain such prices.

COMPLAINT No. 89

*Against L. E. Waterman Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing, and sale of fountain pens by fixing specified standard resale prices and refusing to sell to those who will not agree to maintain such prices.

COMPLAINT No. 90

*Against Cluett, Peabody & Co., Inc.*

Cause: Stifling and suppressing competition in the manufacture, marketing, and sale of men's collars by fixing and maintain-

ing resale prices, requiring its purchasers to maintain such prices, and refusing to sell to those who refuse so to maintain such prices.

#### COMPLAINT No. 91

##### *Against Massachusetts Chocolate Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing, and sale of candy by fixing resale prices and refusing to sell to those who will not agree to maintain such specified standard resale prices.

#### COMPLAINT No. 93

##### *Against Atlantic Ice and Coal Corporation*

Cause: Unfair methods of competition in the sale of coal and the manufacture and sale of ice by dividing territory with ostensible competitors, by intimidating competitors, by threatening customers of a competitor, by obtaining secrets of competitors' business through interests ostensibly independent but actually affiliated.

#### COMPLAINT No. 94

##### *Against The American Tobacco Co.*

Cause: Attempting to eliminate competition by adopting and maintaining a system of fixing resale prices for jobbers and wholesalers for the maintaining of such prices, threatening to refuse to sell to those who fail to maintain such prices, selling to those who agree at lower prices than to others, inducing jobbers who maintain prices not to sell to those who do not, and causing diverting of retailers' orders.

#### COMPLAINT No. 95

##### *Against United States Gold Leaf Manufacturers' Association and the individuals, firms, and corporations, the members thereof*

Cause: Unfair methods of competition in connection with the manufacture and sale of gold leaf by engaging in a concerted movement to unduly enhance the prices of gold leaf and to maintain such prices, through meetings, correspondence, etc., and by pooling their surplus products and selling the same abroad at a less price than such products are being sold in the United States at the same time, assessments being made to cover losses on foreign sales when made below cost, the effect being to curtail supply, restrain competition, and enhance prices.

#### COMPLAINT No. 96

##### *Against Ringwalt Linoleum Works, Inc.*

Cause: Stifling and suppressing competition in the manufacture and sale of floor covering by advertising, holding out, and



selling its product to the public as linoleum, whereas its product is composed of a felt base impregnated with asphaltum with a paint backing and facing which simulation is designed and calculated to deceive and mislead the public and cause purchasers to believe that the product is linoleum.

COMPLAINT No. 97

*Against S. M. Hexter & Co.*

Cause: Stifling and suppressing competition in the sale of cotton fabrics by offering its cotton fabric to the public under the trade name of "Sol Satin," which simulation is designed and calculated to, and does, deceive the public and cause purchasers to believe that respondents' fabric is composed of silk.

COMPLAINT No. 98

*Against J. H. Allen & Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons, or certificates which were, and are, redeemable in various prizes or premiums, consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 99

*Against C. F. Bonsor & Co., Inc.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons, or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 100

*Against Buddah Tea Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons, or certificates which were and are redeemable in various prizes or premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 101

*Against The Climax Coffee and Baking Powder Co.*

Cause: Unfair methods of competition in the business of *roasting coffee and packing tea* and selling the same by giving

to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

#### COMPLAINT No. 102

##### *Against The Dannemiller Grocery Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

#### COMPLAINT No. 103

##### *Against J. S. Elliott Coffee Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

#### COMPLAINT No. 104

##### *Against Enterprise Coffee Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

#### COMPLAINT No. 105

##### *Against A. Ethridge & Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 106

*Against B. L. Gerhart & Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 107

*Against The Grocers Coffee Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 108

*Against F. W. Hinz & Sons*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 109

*Against Thomas C. Jenkins*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 110

*Against The Johnson Layne Coffee Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and

premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 111

*Against C. D. Kenny Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 112

*Against Levering Coffee Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 113

*Against A. L. Mars & Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 114

*Against M. S. Miller Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 115

*Against Rice Bros.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving

to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 116

*Against Roth-Homeyer Coffee Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 117

*Against William S. Scull Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 118

*Against Sioux Falls Coffee and Spice Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

COMPLAINT No. 119

*Against Valley City Coffee and Spice Mills*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 120

*Against The E. R. Webster Co.*

Cause: Unfair methods of competition in the business of roasting coffee and packing tea and selling the same by giving to its customers and prospective customers, as an inducement to secure their trade and patronage, certain papers, coupons or certificates which were and are redeemable in various prizes and premiums consisting of personal property of unequal values, the distribution of which was and is determined by chance or lot.

## COMPLAINT No. 121

*Against E. J. Brach & Sons*

Cause: Stifling and suppressing competition in the sale of candy by falsely advertising that it was selling and offering to sell candy at cost or at less than cost.

## COMPLAINT No. 122

*Against George Muench*

Cause: Unfair methods of competition in the manufacture and sale of machinery of various kinds by making gifts of liquor, cigars, etc., to employees of customers and prospective customers and by paying and loaning money to employees of customers and prospective customers in an effort to influence such customers to refrain from dealing with competitors.

## COMPLAINT No. 123

*Against American Can Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of tin cans by attempting to induce customers to enter into long term contracts, by giving certain customers more favorable terms than others in reference to allowances for leaky cans, and storage privileges, by rebating if prices are lowered and by other discriminations.

## COMPLAINT No. 124

*Against Pennsylvania Specialty Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paint, varnish, and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 125

*Against Advance Paint Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paint, varnish, and kindred

products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

COMPLAINT NO. 126

*Against Ironite Co., Master Builders Co., and United Products Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of cement and concrete hardener containing crushed iron particles by entering into an agreement by which a consent decree was obtained with the intent and purpose of securing a patent monopoly, by threatening suit for alleged infringement against those who refuse to enter into license agreements, by misleading statements as to the extent and effect of the consent decree, by concealing the true agreement by which the suit was settled, by misleading statements as to the scope of their patent, by false and disparaging statements regarding competitors, and by resale price fixing.

COMPLAINT NO. 127

*Against Meccano, Ltd., and The Meccano Co., Inc.*

Cause: Unfair methods of competition in the sale of "Meccano" mechanical toys by vague and indefinite threats, not made in good faith, to institute legal proceedings against their competitors and their competitors' customers for alleged unfair and unlawful competition with the Meccano outfits and books of instruction.

COMPLAINT NO. 128

*Against The Vaudeville Managers Protective Association, The National Vaudeville Artists, Inc., The United Booking Office, et al.*

Cause: Combining in restraint of trade and creating a monopoly of the vaudeville theater, burlesque theater, and circus business by insisting except in isolated cases, that performers be members of the National Vaudeville Artists, Inc.; that they be not members of the White Rats Actors Union and Associated Actresses of America, by circumventing the law relative to maximum fees to be paid by performers to secure engagements, by controlling and dominating the vaudeville industry, by requiring actors to advertise in "Variety," by publishing blacklists, etc.

COMPLAINT NO. 129

*Against Wayne Oil Tank and Pump Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of automatic-measuring oil pumps, etc., by circulating a clipping purporting to be a copy of a newspaper item relative to an injunctive decree against a competitor, inducing its customers and its competitors' customers to cancel orders for

its competitors' products, inducing its competitors' employees to leave their employment, making false statements relative to its own and its competitors' business and product, and by mutilating its competitors' outfits.

COMPLAINT No. 130

*Against Gilbert & Barker Manufacturing Co.*

Cause: Unfair methods of competition in the manufacture and sale of automatic measuring oil pumps, tanks, etc., by falsely representing the product of certain of their competitors to be unsatisfactory, defective, and that such would not operate and was being sold at exorbitant prices, by inducing competitors' customers to cancel orders, and by holding itself out to be the agent of its competitors, quoting exorbitant prices.

COMPLAINT No. 131

*Against Atlantic Refining Co.*

Cause: Unfair methods of competition in the sale of petroleum and in the sale of automatic measuring oil pumps, tanks, etc., the product of the Gilbert & Barker Manufacturing Co., by falsely representing the product of certain of their competitors to be unsatisfactory, defective, and that such would not operate and was being sold at exorbitant prices, by inducing competitors' customers to cancel orders, selling and lending pumps, etc., without adequate consideration, threatening to sell oil direct by retail unless dealers used the Gilbert & Barker product, and by holding itself out to be the agent of its competitors as well as of the Gilbert & Barker Manufacturing Co., quoting exorbitant prices.

COMPLAINT No. 132

*Against Standard Oil Co., of Ohio*

Cause: Unfair methods of competition in the sale of petroleum and in the sale of automatic measuring oil pumps, tanks, etc., the product of the Gilbert & Barker Manufacturing Co., by falsely representing the product of certain of their competitors to be unsatisfactory, defective, and that such would not operate and was being sold at exorbitant prices, by inducing competitors' customers to cancel orders, selling and lending pumps, etc., without adequate consideration, threatening to sell oil direct by retail unless dealers used the Gilbert & Barker product, and by holding itself out to be the agent of its competitors as well as of the Gilbert & Barker Manufacturing Co., quoting exorbitant prices.

COMPLAINT No. 133

*Against Standard Oil Co., of Indiana*

Cause: Unfair methods of competition in the sale of petroleum and in the sale of automatic measuring oil pumps, tanks, etc.,



the product of the Gilbert & Barker Manufacturing Co., by falsely representing the product of certain of their competitors to be unsatisfactory, defective, and that such would not operate and was being sold at exorbitant prices, by inducing competitors' customers to cancel orders, selling and lending pumps, etc., without adequate consideration, threatening to sell oil direct by retail unless dealers used the Gilbert & Barker product, and by holding itself out to be the agent of its competitors as well as of the Gilbert & Barker Manufacturing Co., quoting exorbitant prices.

#### COMPLAINT NO. 134

##### *Against Standard Oil Co., of New York*

Cause: Unfair methods of competition in the sale of petroleum and in the sale of automatic measuring oil pumps, tanks, etc., the product of the Gilbert & Barker Manufacturing Co., by falsely representing the product of certain of their competitors to be unsatisfactory, defective, and that such would not operate and was being sold at exorbitant prices, by inducing competitors' customers to cancel orders, selling and lending pumps, etc., without adequate consideration, threatening to sell oil direct by retail unless dealers used the Gilbert & Barker product, and by holding itself out to be the agent of its competitors as well as of the Gilbert & Barker Manufacturing Co., quoting exorbitant prices.

#### COMPLAINT NO. 135

##### *Against Standard Oil Co., of Louisiana*

Cause: Unfair methods of competition in the sale of petroleum and in the sale of automatic measuring oil pumps, tanks, etc., the product of the Gilbert & Barker Manufacturing Co., by falsely representing the product of certain of their competitors to be unsatisfactory, defective, and that such would not operate and was being sold at exorbitant prices, by inducing competitors' customers to cancel orders, selling and lending pumps, etc., without adequate consideration, threatening to sell oil direct by retail unless dealers used the Gilbert & Barker product, and by holding itself out to be the agent of its competitors as well as of the Gilbert & Barker Manufacturing Co., quoting exorbitant prices.

#### COMPLAINT NO. 136

##### *Against American Tank and Pump Co.*

Cause: Unfair methods of competition in the manufacture and sale of automatic measuring oil pumps, etc., by inducing and attempting to induce, by divers means and methods, its customers and the customers of its competitors to cancel and rescind orders and contracts for the purchase of the product of its competitors with the intent and effect of stifling and suppressing competition.

## COMPLAINT No. 137

*Against Milwaukee Tank Co.*

Cause: Unfair methods of competition in the sale of automatic measuring oil pumps, etc., by inducing and attempting to induce, by divers means and methods, its customers and the customers of its competitors to cancel and rescind orders and contracts for the purchase of the product of its competitors with the intent and effect of stifling and suppressing competition.

## COMPLAINT No. 138

*Against Tokheim Manufacturing Co.*

Cause: Unfair methods of competition in the manufacture and sale of automatic measuring oil pumps, etc., by inducing and attempting to induce, by divers means and methods, its customers and the customers of its competitors to cancel and rescind orders and contracts for the purchase of the product of its competitors with the intent of stifling and suppressing competition.

## COMPLAINT No. 139

*Against Guarantee Liquid Measure Co.*

Cause: Unfair methods of competition in the manufacture and sale of automatic measuring oil pumps, etc., by inducing and attempting to induce, by divers means and methods, its customers and the customers of its competitors to cancel and rescind orders and contracts for the purchase of the product of its competitors and falsely representing certain products of its competitors to be old style and to have been or to be about to be condemned by public officials, with the intent and effect of stifling and suppressing competition.

## COMPLAINT No. 140

*Against Stanley Booking Corporation*

Cause: Stifling and suppressing competition in the sale and leasing of moving-picture films by causing contracts entered into between producers and certain of its competitors to be broken, exhibiting films in theaters in close proximity to those of competitors in advance of production by competitors and at a less price, but after contemplated exhibition of the same pictures had been advertised by competitors, selling and leasing films on condition that films of competitors be not exhibited, by compelling certain theaters to pay to it 10 per cent. of the cost of films of other producers booked direct, by compelling certain theaters to book their films through respondent and by threats of withdrawing patronage, etc., compelling producers to cease supplying its competitors with films.

## COMPLAINT No. 141

*Against The Evans Dollar Pen Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing and sale of its fountain pens, as a means of securing the trade of dealers with the purpose of eliminating competition in the selling price of its fountain pens by fixing certain specified standard resale prices and by refusing to sell to those who will not agree to maintain such resale prices.

## COMPLAINT No. 142

*Against Wilson & Co.*

Cause: Unfair methods of competition in the sale of meats, chickens, and other similar products by selling meat, chickens, etc., to the United States with the knowledge that such food products were to be used by the United States as food for its soldiers and that such food products were spoiled and unfit for human consumption.

## COMPLAINT No. 143

*Against Morris & Co.*

Cause: Unfair methods of competition in the sale of meats, chickens, and other similar products by selling meat, chickens, etc., to the United States with the knowledge that such food products were to be used by the United States as food for its soldiers and that such food products were spoiled and unfit for human consumption.

## COMPLAINT No. 144

*Against Weyl-Zuckerman Co.*

Cause: Stifling and suppressing competition in the sale and distribution of farm products and foodstuffs by obtaining the use of freight cars by means of a preferential order secured through statements made that such cars were to be employed in the transportation of farm products, foodstuffs, and perishable commodities to be used by the Government in prosecution of the war, and then diverting certain of such cars to its private use.

## COMPLAINT No. 145

*Against Consolidated Rendering Co., New Haven Rendering Co., Atlantic Packing Co., and L. T. Frisbie Co.*

Cause: Stifling and suppressing competition in the rendering business by purchasing and offering to purchase in certain local areas raw materials necessary in the manufacture of their products at and for prices unwarranted by trade conditions and so *high as to be prohibitive to small competitors in such areas.*

## COMPLAINT No. 146

*Against The Acme White Lead and Color Works*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paint and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 147

*Against American Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 148

*Against Chicago Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 149

*Against James B. Day & Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 150

*Against S. C. Johnson & Sons*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of stains, fillers and other wood finishing products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might buy goods from competing concerns.

## COMPLAINT No. 151

*Against G. J. Liebich Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of paint, varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 152

*Against The Royal Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 153

*Against Twin City Varnish Co.*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 154

*Against The Wheeler Varnish Works*

Cause: Stifling and suppressing competition in connection with the manufacture and sale of varnish and kindred products, through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise buy goods from competing concerns.

## COMPLAINT No. 155

*Against Eli Lilly & Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of drugs, as a means of securing the trade of jobbers and wholesalers and with the purpose of eliminating competition, by fixing resale prices and refusing to sell to those who refuse to maintain such fixed resale prices.

## COMPLAINT No. 156

*Against Purity Preserving Co., and R. J. McGuiar Co.*

Cause: The same interests are alleged to control and direct the two companies: The Purity Preserving Co., between January and September, 1917, entered into a large number of contracts for sale of tomato catsup; during September, October, and November a sharp rise in price occurred in the catsup market; the company made no effort to fill contracts; the McGuiar Co. took over the Purity Co. plant and during November and December offered for sale, in open market, catsup manufactured in the Purity plant by the employees of said company and under the direction and supervision of the officers of the Purity Co. at prices higher than the prices at which the Purity Co. agreed to sell said catsup.

## COMPLAINT No. 157

*Against Saenger Amusement Co.*

Cause: Stifling and suppressing competition in the purchase and sale, leasing and exhibition of moving-picture films by forcing exchanges to accept its terms on threat to cause exhibitors to refuse to handle otherwise; causing contracts between exhibitors and exchanges to be broken by divers means and methods, including prior exhibition of films in neighboring theaters after "first exhibition" had been advertised by the other, threatening withdrawal of patronage if exchanges continued to supply exhibitors, threatening curtailing supply unless exhibitors dealt with respondent, inducing employees of competitors to leave their employment.

## COMPLAINT No. 158

*Against Clayton F. Summy Co.*

Cause: Unfair methods of competition in the publishing and sale of sheet music, by fixing resale prices and refusing to sell to those who fail to maintain such fixed resale prices.

## COMPLAINT No. 159

*Against The United Rendering Co., M. L. Shoemaker & Co., Inc.,  
The D. B. Martin Co., Consolidated Dressed Beef Co., Baugh  
& Sons Co., Winfield S. Allen, Nathan Berg, F. W.  
English, Christopher Offenhauser*

Cause: Stifling and suppressing competition in the business of refining animal fats and the manufacture and sale of products therefrom by engaging in a combination or conspiracy to purchase and offer to purchase raw materials in certain local areas at prices unwarranted by trade conditions and prohibitive to small competitors, thus punishing the latter for refusing to enter into a working arrangement to eliminate competitive bidding, and by interfering with competitors' business by causing their trucks to be followed for the purpose of spying on competitors' business and customers.

## COMPLAINT No. 160

*Against The Victor Electric Corporation*

Cause: Stifling and suppressing competition in the manufacture and sale of X-ray machines by making false and misleading statements concerning machines of competitors and concerning financial responsibility of competitors and by suggesting tests for competitors' machines with knowledge that such tests would be destructive of the machines.

## COMPLAINT No. 161

*Against Dearborn Chemical Co.*

Cause: Unfair methods of competition in the business of manufacturing and selling boiler compounds, chemicals, and other preparations, namely, the giving of gratuities to the employees of certain railroads and other customers and prospective customers and the making of secret payments of money to such employees who might otherwise buy goods from competing concerns.

## COMPLAINT No. 162

*Against Henry O. Shepard Co.*

Cause: Stifling and suppressing competition in connection with the printing and selling of railway tariffs, schedules, and other printed matter through lavish entertainment of competitors' employees, secret payment of money to employees of customers who might otherwise purchase goods from competing concerns.

## COMPLAINT No. 163

*Against Armour & Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of dairy products by concealing its control of and affiliation with Beyer Bros. Co., a creamery company, while directing the efforts and business of said company; discriminating in prices paid for butter fat or cream; and by purchasing and offering to purchase butter fats or cream in certain localities at prices unwarranted by trade conditions and so high as to be prohibitive to small competitors.

## COMPLAINT No. 164

*Against Federal Rope Co., Inc.*

Cause: Stifling and suppressing competition in the manufacture and sale of rope by representing by letterheads, price lists, tags, stencils, etc., certain of its products to be "manila" rope, that is, composed of new manila fibre entirely and exclusively, whereas it is in fact composed of fibre taken from old and used rope.

## COMPLAINT No. 165

*Against The Esterbrook Steel Pen Manufacturing Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing, selling, and reselling of its pens by fixing standard resale prices and refusing to sell their products to those who fail to maintain such resale prices and by price discrimination.

## COMPLAINT No. 166

*Against E. E. Gray Co.*

Cause: Stifling and suppressing competition in the sale of Mocha and Java coffees by selling and offering for sale Santos and Columbia coffees under the trade-brand "M & J" coffee, the natural result of which is to confuse, mislead, and deceive purchasers and the public into the belief that said coffee is Mocha and Java coffee.

## COMPLAINT No. 167

*Against United Electric Co.*

Cause: Stifling and suppressing competition in the manufacture, marketing, selling, and reselling of its vacuum cleaning machines by fixing standard resale prices and refusing to sell to those who fail to maintain such prices.

## COMPLAINT No. 168

*Against The National Wholesale Druggists' Association et al.*

Cause: Wrongfully and unlawfully engaged in a combination or conspiracy among themselves with the intent, purpose and effect of discouraging, stifling and suppressing competition in the wholesale drug trade and of unfairly hampering and obstructing certain of their competitors, by inducing or compelling manufacturers to refuse to recognize competitors as jobbers and as entitled to the benefits such competitors, as jobbers, would receive, by means of oral and written notices, to manufacturers to the effect that certain competitors, not eligible to membership in the association, were not entitled to recognition as jobbers, the appointment of committees to confer with manufacturers to the end that they adopt sales methods in harmony with the policies of the association, written and oral notices by the secretary of the association to manufacturers to effect that competitors are selling below the manufacturers' established resale price or that such competitors are persistent price cutters, the compilation and distribution among manufacturers and wholesalers of lists of so-called legitimate jobbers, and by bringing influence to bear on various local associations of drug jobbers and wholesalers to adopt policies in harmony with the policies of the association.

## COMPLAINT No. 169

*Against Twin City Varnish Co., of Illinois*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the sale of varnish and kindred products, the respondent, for more than one year last past, has been, systematically and on a large scale, secretly paying and offering to pay, to employees of both its customers and prospective customers, and its competitors' cus-



tomers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, varnish and kindred products, or to influence such customers to refrain from dealing, or contracting to deal with competitors of the respondent.

#### COMPLAINT No. 170

##### *Against Kryptok Sales Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the marketing, selling and reselling of its "Kryptok" lenses for optical purposes and as a means of securing the trade of jobbers, wholesalers and retailers, and of enlisting their active co-operation in enlarging the sale of its "Kryptok" lenses for optical purposes to the prejudice and injury of its competitors, and with the purpose of eliminating competition in the selling price among the various dealers in these "Kryptok" lenses for optical purposes, and thereby depriving the dealers of their freedom to sell "Kryptok" lenses for optical purposes at prices which in their judgment would be warranted by trade conditions, and for the purpose of preventing competitors of the dealers who purchase its "Kryptok" lenses for optical purposes from entering into free competition in the sale and distribution of products sold and distributed by the Kryptok Sales Co., and for other purposes, the respondent, Kryptok Sales Co., has adopted a system of fixing prices at which its products should be sold by its jobbers, wholesalers and retailers, and for the purpose of maintaining such standard resale prices, and of maintaining and promoting its system of price-fixing, and of inducing and compelling its customers to maintain and keep such prices and system of price-fixing and for the purpose of preventing those who do not maintain such prices and system of price-fixing from entering into free and regular, unsuppressed and unhindered competition with purchasers who do maintain such standard prices and system of price-fixing, the respondent for more than six months last past has required its purchasers to agree to maintain such standard selling prices and system of price-fixing, and has refused and is still refusing to sell these products to customers or dealers who do not agree to maintain such standard prices and system of price-fixing or who do not resell such products at the specified standard prices which are fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 171

##### *Against The Goodyear Tire and Rubber Co.*

Cause: That in the sale of tires, inner tubes and accessories, the respondent has adopted and maintains a system of fixing

certain specified standard prices at which its products, to wit: tires, inner tubes and accessories, shall be resold by dealers purchasing the same from respondent, with the effect of securing the trade of such dealers and of obtaining their aid and co-operation in enlarging the sale of respondent's products to the prejudice of respondent's competitors, who do not fix and require the maintenance of the resale prices of their products, and with the effect, among other effect, of eliminating competition in price among such dealers in respondent's goods and thereby depriving such dealers of their right to sell such goods at such prices as they may deem adequate and warranted by their selling efficiency or by trade conditions, or otherwise; and that the respondent, as the means of making effective its system of fixing resale prices and of inducing and coercing its customers to maintain such resale prices, for more than one year last past (a) has refused and still refuses to sell its products to dealers who will not agree to maintain said specified standard resale prices, or who do not resell such products at the specified standard resale prices fixed and determined by respondent; (b) has refused and still refuses to sell its products to dealers who have resold or attempted to resell them to other dealers to whom respondent refuses to sell its products, or to whom respondent directs that its products shall not be resold; (c) has threatened and still threatens to cancel, the aforesaid service station agreements with such dealers as have resold or attempted to resell respondent's products at less than the resale prices fixed by the respondent; (d) has induced and required and still induces and requires, its employees and dealers to whom it sells its products to spy upon others dealing in the products of respondent and report to respondent the names of such dealers as have not maintained the said resale prices or who have resold to dealers to whom respondent had directed that its products should not be resold; (e) has purchased and still purchases its own products from dealers offering to sell said products at less than the resale prices established by respondent; (f) has refused and still refuses to sell its products to dealers engaged in a mail order business, and has used and still uses the fact of this refusal as an argument for the patronage of local dealers, and (g) has employed and still employs divers other means.

That the respondent, by means of advertisements published in newspapers, magazines, circulars and other advertising matters distributed through the mails and otherwise, and by the use of signs bearing the legend, "Goodyear Service Station," which the respondent causes to be displayed at and in the places of business of dealers handling the respondent's tires, inner tubes and accessories, pursuant to the aforesaid service station agreements, has for more than one year last past represented and still continues

to represent that it furnishes to the consumers and users of respondent's tires, inner tubes and accessories, certain unique services and conveniences in connection with their use, which representations are false and misleading and calculated to deceive and known by the respondent so to be, in that such services and conveniences are not furnished by the respondent, but solely by the dealers and to the extent of the individual willingness and ability of such dealers to furnish them and are not peculiar to the use of the respondent's products, but are such services as are commonly furnished by tire dealers generally in connection with the use of tires and inner tubes of other manufacturers.

That the respondent for more than one year last past has required, and still continues to require, dealers to whom it has agreed to sell its products at the aforesaid confidential dealers' prices in connection with said service station agreements, to purchase and maintain a stock of all the tires, inner tubes and accessories manufactured by respondent, or a stock of said tires, inner tubes and accessories largely in excess of the amount desired by said dealers, and for the purpose of inducing and compelling said dealers to purchase and maintain such a complete or excess stock of tires, inner tubes and accessories as aforesaid, the respondent for more than one year last past has refused, and still continues to refuse, to sell its products to such dealers as would not, or will not, purchase and maintain such complete or excess stock as aforesaid, and have cancelled and threatened to cancel, and still continues to cancel and threaten to cancel, the aforesaid service station agreements with said dealers.

That in accordance with the extensive advertising campaign conducted by the respondent and the general practice of the trade in relation to the sale of automobiles and motor truck tires, a general system has obtained among tire dealers of allowing to their customers adjustments upon the tires sold by them based upon the failure of such tires sold to give such length of service or mileage as it was represented or guaranteed that they should give, and such adjustments are expected and demanded by consumers from the dealers from whom they purchased said tires, and such adjustments are commonly made by said dealers, either by way of repair or by the replacement of tires at prices proportioned to the service or mileage already received by the consumers from the tires so replaced, and that such adjustments are the principal means whereby dealers are enabled to increase their trade and build up a reputation for honesty and fair dealing in their business. By means of an express provision in the aforesaid service station agreement, the respondent has for more than one year last refused, and still continues to refuse, to allow dealers in tires to make such adjustments, or to have any control over the making of said adjustments, but reserves to itself

the exclusive right to make adjustments with the customer direct whereby the respondent is enabled to, and does in fact, compete with the dealers and deprive them of the good will and profit arising from the sale of replacement tires, exercise an arbitrary control over the business of the dealers in its tires, and prevent dealers from impartially judging the performance of respondent's products, making proper allowances where required for business reasons, and selling replacement tires of other makes if it should seem advisable or to the consumers' or dealers' interest so to do.

That, pursuant to the express terms of the said service station agreements, the respondent for more than one year last past has required, and still continues to require, all dealers in respondent's tires who also deal in automobiles to specify the equipment of automobiles, motor trucks and motorcycles purchased by them for resale with tires manufactured by the respondent as a condition for extending, or continuing to extend, to such dealers the rights under the said service station agreements to purchase said tires, inner tubes and accessories from the respondent at the aforesaid confidential dealers' prices.

That the respondent has for more than one year last past required, and still continues to require, all dealers in respondent's tires, inner tubes and accessories to permit from time to time the agents and employees of the respondent to inspect and make inventories and lists of all tires and inner tubes manufactured by the respondent and the competitors of the respondent and carried in stock by said dealers, as a condition for extending, or continuing to extend, to such dealers the rights under said service station agreements to purchase said tires, inner tubes and accessories from the respondent at the aforesaid confidential dealers' prices.

That each of the various manufacturers of tires for automobiles and motor trucks supplies such a large number of sizes and different styles of such tires that it would be a matter of great hardship for any but the largest retail tire dealers in the United States to carry in stock a complete assortment of the tires produced by even one manufacturer, and it is not the practice of retail tire dealers so to do, nor does the respondent at all times maintain at its depots in various cities for immediate distribution a complete assortment of its tires; nevertheless, the respondent by the express terms of the aforesaid service station agreement compels retail tire dealers to refrain from attempting to furnish to consumers tires of other manufacture instead of the tires of the respondent asked for by said consumers in the event that said retail dealers do not at such times have the specified sizes and styles of respondent's tires in stock and respondent does not at such times have said specified sizes and styles on hand at its depot for immediate distribution.

That in connection with said service station agreement and

the sale to dealers of respondent's motor truck tires, which are applied to wheels of motor trucks by pressure, the respondent, for more than one year last past, has furnished, and still continues to furnish, to said dealers certain tire-applying presses, together with the tire-applying rings used in connection therewith, under certain forms of lease or conditional bill-of-sale, wherein and whereby it is expressly agreed that certain purchase prices therefor shall be paid by said dealers in certain fixed instalments of rent extended over periods varying from about three to five years, and that when said purchase price has been fully paid, all the respondent's right and interest therein shall be surrendered to said dealers, but that during the continuance of said lease or conditional bill-of-sale, or the renewals thereof, and until such purchase price has been fully paid, said presses and applying rings are to be used by said dealers in applying pressed-on tires manufactured by the respondent and for no other purpose, and that said leases or conditional bills-of-sale, or the renewals thereof, shall remain in full force and effect only during the life and continuance of the aforesaid service station agreements, which latter agreements form the consideration for said leases or conditional bills-of-sale and may be terminated at any time at the option of respondent upon five days' notice to said dealers, and that upon the expiration of said leases or conditional bills-of-sale, said dealers in accordance with the express terms thereof are obliged to give over to the respondent full possession of said tire-applying presses and applying rings. .

That respondent has for more than one year last past sold, and endeavored to sell, and still continues to sell and endeavor to sell, its tires, inner tubes and accessories direct to certain users and consumers of such products owning and operating more than a given number of motor vehicles, said number being fixed by respondent, at the aforesaid confidential dealers' prices, notwithstanding the fact that in many instances said sales to such users and consumers are made in retail quantities; that respondent causes such users and consumers to agree, among other things, (a) to purchase from respondent a certain percentage, fixed by respondent, of their requirements for such products, usually ninety per cent. (90%); (b) to keep in stock sufficient of respondent's products, purchased from respondent, to supply said percentage of the buyer's requirements for a full period of at least thirty (30) days, and (c) to anticipate monthly requirements and place an order for each month's requirements during the preceding month or months; that said agreements, so exacted by respondent from said users and consumers, are designed and calculated (1) to, and do, cause such users and consumers to confine their purchases either largely or exclusively to the products of respondent, and (2) to hinder and prevent respondent's com-

petitors, largely or exclusively, from making sales of similar products to such users and consumers.

COMPLAINT No. 172

*Against Auto Strop Safety Razor Co.*

**Cause:** That with the intent, purpose and effect of stifling and suppressing competition in the marketing, selling and reselling of its razor-blade strops, safety razors and razor blades and as a means of securing the trade of jobbers, wholesalers and retailers and of enlisting their active co-operation in enlarging the sale of its razor-blade strops, safety razors and razor blades, to the prejudice and injury of its competitors; and with the purpose of eliminating competition in the selling price among the various dealers in these razor-blade strops, safety razors and razor blades, and thereby depriving the dealers of their freedom to sell razor-blade strops, safety razors and razor blades at prices which in their judgment would be warranted by trade conditions, and for the purpose of preventing competitors of the dealers who purchase its razor-blade strops, safety razors and razor blades from entering into free competition in the sale and distribution of products sold and distributed by the Auto Strop Safety Razor Co., and for other purposes, the respondent, Auto Strop Safety Razor Co. has adopted and maintained a system of fixing prices at which its products should be resold by its jobbers, wholesalers and retailers, and for the purpose of maintaining such standard resale prices, and of maintaining and promoting its system of price fixing, and of inducing and compelling its customers to maintain and keep such prices and system of price-fixing and for the purpose of preventing those who do not maintain such prices and system of price-fixing from entering into free and regular, unsuppressed and unhindered competition with purchasers who do maintain such standard prices and system of price-fixing, the respondent for more than six months last past has required its purchasers to agree to maintain such standard selling prices and system of price-fixing, and has refused and is still refusing to sell these products to customers or dealers who do not agree to maintain such standard prices and system of price-fixing, or who do not resell such products at the specified standard prices which are fixed and determined by the respondent as aforesaid.

COMPLAINT No. 173

*Against D. M. Ferry & Co.*

**Cause:** That with the intent, purpose and effect of stifling and suppressing competition in the marketing, selling and reselling of its garden and flower seeds and as a means of securing the trade of jobbers, wholesalers and retailers, and of enlisting their

active co-operation in enlarging the sale of its garden and flower seeds to the prejudice and injury of its competitors; and with the purpose of eliminating competition in the selling price among the various dealers in these garden and flower seeds, and thereby depriving the dealers of their freedom to sell garden and flower seeds at prices which in their judgment would be warranted by trade conditions, and for the purpose of preventing competitors of the dealers who purchase its garden and flower seeds from entering into free competition in the sale and distribution of products sold and distributed by the D. M. Ferry & Co., and for other purposes, the respondent, D. M. Ferry & Co., has adopted and maintained a system of fixing prices at which its products should be resold by its jobbers, wholesalers and retailers, and for the purpose of maintaining such standard resale prices, and of maintaining and promoting its system of price-fixing, and of inducing and compelling its customers to maintain and keep such prices and system of price-fixing and for the purpose of preventing those who do not maintain such prices and system of price-fixing from entering into free and regular, unsuppressed and unhindered competition with purchasers who do maintain such standard prices and system of price-fixing, the respondent for more than six months last past has required its purchasers to agree to maintain such standard selling prices and system of price-fixing, and has refused and is still refusing to sell these products to customers or dealers who do not agree to maintain such standard prices and system of price-fixing, or who do not resell such products at the specified standard prices which are fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 174

##### *Against Geographical Publishing Co., of Chicago*

Cause: That a certain competitor of respondent in the conduct of its business and as a means of furthering the same originated and composed, and for more than six months last past has been and is now publishing and circulating certain advertising matter relating to a war map, designated and labelled by it "Liberty Map," which for more than six months last past said competitor has been and is now selling in interstate commerce; that the respondent, in the conduct of its business for more than six months last past has published and sold and continues to publish and sell a similar war map designated and labelled "Liberty War Map," in direct competition with said competitor; that respondent as a means of furthering the sale of its maps, and instead of originating, composing, publishing and circulating advertising matter of its own, for more than six months last past has been and now is publishing, circulating, and causing the publication and circulation of advertising matter composed by respondent

by extensively copying and appropriating the context, subject matter, statements, expressions, language, punctuation, typographical arrangement and general appearance of the advertising matter of said competitor; that many of said statements are false as applied to respondent's maps and to the steps leading to the preparation of the same; that all of the aforesaid acts of respondent have been and are well calculated to cause confusion and to mislead and deceive the public and prospective purchasers of maps into believing that respondent's maps are the same as, or identical with, those of said competitor, and thus to enable respondent to appropriate and obtain the benefit of the selling arguments and other advertising values created by expenditures and resources of said competitor and to obtain much patronage which except for respondent's said acts would go to said competitor; and that all of said acts of respondent have been and are well calculated to have other and similar effects and results.

COMPLAINT No. 175

*Against Blakely Printing Co., et al.*

Cause: That the respondents, in the course of their business of printing and selling railway tariffs, schedules and other printed matter in interstate commerce, are now and for more than one year last past have been wrongfully and unlawfully engaged in a combination or conspiracy among themselves, entered into, carried out and continued with the intent, purpose and effect of discouraging, stifling and suppressing competition in the business of printing and selling railway tariffs, schedules and other printed matter throughout the States and Territories of the United States, by entering into an agreement, understanding or "pool" among themselves to maintain a fixed price on printed railway tariffs, schedules and other printed matter.

That the respondents, in the course of their business of printing and selling railway tariffs, schedules and other printed matter in interstate commerce are now, and for more than one year last past, have been wrongfully and unlawfully engaged in the combination or conspiracy among themselves, entered into, carried out and continued with the intent, purpose and effect of discouraging, stifling and suppressing competition in the business of printing and selling railway tariffs, schedules and other printed matter throughout the States and Territories of the United States, by entering into an agreement, understanding or "pool" among themselves as to which shall receive particular printing contracts submitted to them or brought to their attention for the purpose of their bidding on the same, formulating their respective bids so that the selected member of the "pool" will receive the business.

That the respondents, in the course of their business of print-



ing and selling railway tariffs, schedules and other printed matter in interstate commerce, for more than one year last past have been giving and offering to give, to employees of both their customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondents, printed railway tariffs, schedules and other printed matter, without other consideration therefor, gratuities such as cigars, liquors, meals, valuable presents and entertainment.

COMPLAINT No. 176

*Against John F. Buckie & Son*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of rollers for printing presses and similar products, the respondents for more than one year last past have been, systematically and on a large scale, giving and offering to give, to employees of both their customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondents, rollers for printing presses and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents and entertainment.

That with the intent, purpose and affect of stifling and suppressing competition in interstate commerce in the manufacture and sale of rollers for printing presses and similar products, the respondents, for more than one year last past, have been systematically and on a large scale, secretly paying and offering to pay to employees of both their customers and prospective customers, and their competitors' customers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondents, rollers for printing presses and similar products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondents.

COMPLAINT No. 177

*Against Samuel Bingham's Son Mfg. Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of rollers for printing presses and similar products, the respondent, for more than one year last past has been, systematically and on a large scale, giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products, without other consideration there-

for, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents and entertainment.

That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of rollers for printing presses and similar products, the respondent, for more than one year last past, has been systematically and on a large scale, secretly paying and offering to pay to employees of both its customers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

#### COMPLAINT No. 178

##### *Against Bingham Bros. Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of rollers for printing presses and similar products, the respondent, for more than one year last past has been, systematically and on a large scale, giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable present and entertainment.

That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of rollers for printing presses and similar products, the respondent, for more than one year last past, has been systematically and on a large scale, secretly paying and offering to pay to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

#### COMPLAINT No. 179

##### *Against Bird-Archer Co.*

Cause: That in the course of its business of manufacturing and selling boiler compounds, chemicals and other preparations for the treatment and preservation of locomotives, throughout

the States and Territories of the United States and the District of Columbia, the respondent, for more than one year last past, has been, systematically and on a large scale, giving and offering to give to employees of customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, boiler compounds, chemicals and other preparations for the treatment and preservation of locomotives, without other consideration therefor, gratuities such as liquor, cigars, meals, valuable presents and entertainment.

That in the course of its business of manufacturing and selling boiler compounds, chemicals and other preparations for the treatment and preservation of locomotives, throughout the States and Territories of the United States and the District of Columbia, the respondent, for more than one year last past, has been, systematically and on a large scale, secretly paying and offering to pay to employees of customers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, boiler compounds, chemicals and other preparations for the treatment and preservation of locomotives, or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

#### COMPLAINT No. 180

##### *Against Kansas City Printing Ink Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of printing ink and kindred products, the respondent, for more than one year last past has been, systematically and on a large scale, giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, printing ink and kindred products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents and entertainment.

That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of printing ink and kindred products, the respondent, for more than one year last past, has been systematically and on a large scale, secretly paying and offering to pay to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, printing ink and

kindred products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

COMPLAINT No. 181

*Against Miller Cooper Ink Co.*

**Cause:** That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of printing ink and kindred products, the respondent, for more than one year last past has been, systematically and on a large scale, giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, printing ink and kindred products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents and entertainment.

That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of printing ink and kindred products, the respondent, for more than one year last past, has been systematically and on a large scale, secretly paying and offering to pay to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, printing ink and kindred products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

COMPLAINT No. 182

*Against The Hoover Suction Sweeper Co.*

**Cause:** That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its vacuum sweepers in interstate commerce, the respondent, The Hoover Suction Sweeper Co., has adopted and maintains a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for

more than two years last past refused and is still refusing to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 183

##### *Against The Vortex Manufacturing Co.*

Cause: That the respondent, The Vortex Manufacturing Co., has adopted and maintains a system of fixing prices at which its metal holders, paraffin paper cups and paraffin paper dishes, so manufactured and sold by it, shall be resold by jobbers and wholesalers with the effect of securing the trade of jobbers and wholesalers, and of enlisting their active co-operation in enlarging the sale of its price-maintained metal holders, paraffin paper cups and paraffin paper dishes to the prejudice of competitors who do not fix and require the maintenance of the resale price of metal holders, paraffin paper cups and paraffin paper dishes manufactured by them, and with the effect of eliminating competition in price among the jobbers and wholesalers in its metal holders, paraffin paper cups and paraffin paper dishes, and thereby depriving jobbers and wholesalers of their right to sell such metal holders, paraffin paper cups and paraffin paper dishes at such prices as they may deem adequate and warranted by their selling efficiency, and with other effects; and that for the purpose of maintaining such standard resale prices, and of inducing and compelling its customers to maintain and keep such standard resale prices, the respondent for more than two years last past has refused and is still refusing to sell its metal holders, paraffin paper cups and paraffin paper dishes to customers or dealers who will not agree to maintain such standard resale prices, or who do not resell such metal holders, paraffin paper cups and paraffin paper dishes at the specified standard selling price so fixed and determined by the respondent aforesaid, and for more than two years last past has made and is still making contracts with jobbers and wholesalers whereby respondent discriminates in prices and otherwise in their favor in consideration of their maintaining such resale prices.

#### COMPLAINT No. 184

##### *Against Enders Sales Co., Inc.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its safety razors and razor blades in interstate commerce, the respondent, Enders Sales Co., Incorporated, has adopted and maintains a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers and of

enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused and is still refusing to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 185

##### *Against The Printers Roller Co.*

**Cause:** That in the course of its business of manufacturing and selling rollers for printing presses and similar products, throughout the States and Territories of the United States, the respondent, for more than one year last past has been giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents and entertainment.

#### COMPLAINT No. 186

##### *Against D. H. Donegan, doing business under the name and style of American Printing Roller Ink Co.*

**Cause:** That in the course of his business of manufacturing and selling rollers for printing presses and similar products, throughout the States and Territories of the United States, the respondent, for more than one year last past has been giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, presents and entertainment.

That in the course of his business of manufacturing and selling rollers for printing presses and similar products throughout the States and Territories of the United States, the respondent for more than one year last past has been secretly paying and offering to pay to employees of both his customers and prospec-

tive customers, and his competitors' customers and prospective customers, without the knowledge and consent of their employers, sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

COMPLAINT No. 187

*Against William C. Hart, doing business under the name and style of Hart & Zugelder*

Cause: That in the course of his business of manufacturing and selling rollers for printing presses and similar products, throughout the States and Territories of the United States, the respondent, for more than one year last past has been giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, presents and entertainment.

That in the course of his business of manufacturing and selling rollers for printing presses and similar products throughout the States and Territories of the United States, the respondent for more than one year last past has been secretly paying and offering to pay to employees of both his customers and prospective customers, and his competitors' customers and prospective customers, without the knowledge and consent of their employers, sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

COMPLAINT No. 188

*Against Henry C. Goodman*

Cause: That in the course of his business of manufacturing and selling rollers for printing presses and similar products, throughout the States and Territories of the United States, the respondent, for more than one year last past has been giving and offering to give, to employees of both its customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, presents and entertainment.

That in the course of his business of manufacturing and sell-

ing rollers for printing presses and similar products throughout the States and Territories of the United States, the respondent for more than one year last past has been secretly paying and offering to pay to employees of both his customers and prospective customers, and his competitors' customers and prospective customers, without the knowledge and consent of their employers, sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, rollers for printing presses and similar products or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

COMPLAINT No. 189

*Against H. L. Hildreth Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its candy in interstate commerce, the respondent, H. L. Hildreth Co., has adopted and maintains a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused and is still refusing to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

COMPLAINT No. 190

*Against Gartside Iron Rust Soap Co.*

Cause: That the respondent, by means of notices in letters, circulars, pamphlets and advertising circulated through the trade and by oral statements made by its officers, directors, agents, servants, and employees, to competitors and to competitors' customers and to others with whom said competitors were and are contracting or endeavoring to contract, with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of preparations for removing iron rust, ink, fruit and medicine stains from clothing, marble, and the like, within two years last past has represented



and still does represent that the manufacture and sale of preparations for removing iron rust, ink, fruit and medicine stains from clothing, marble and the like, manufactured by competitors of respondent, were and are infringements of a patent granted to the respondent, and were and are marketed in a form calculated to deceive the public into the belief that such preparations are the products of the respondent; that the respondent within two years last past has threatened and is now threatening suits for such alleged infringements and unfair competition against such manufacturers and against all persons using or dealing in such products of such competitors; that said threats have not been made in good faith but for the purpose of intimidating competitors or respondent and the agents, servants, employees, customers and prospective customers of competitors of the respondent.

That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of preparations for removing iron rust, ink, fruit and medicine stains from clothing, marble and the like, the respondent within two years last past has sent and continues to send to its customers and the customers, agents, servants, employees, and officers of its competitors and other persons, letters, circulars and pamphlets containing statements to the effect that certain competitors of respondent were and are financially irresponsible which statements were and are false and misleading, and known by the respondent so to be, and not made in good faith but for the purpose, intent and effect of inducing and compelling users and agents for the sale of preparations for removing iron rust, ink, fruit and medicine stains from clothing, marble and the like, from using such preparations manufactured by competitors of the respondent.

#### COMPLAINT NO. 191

*Against Bert Symonds, Genevieve Symonds, and Irving Symonds,  
Co-partners, doing business under the firm name and style  
of Auto Surplus Stock Co.*

Cause: That L. H. Smith and S. N. Dover, are co-partners having their principal office and place of business located at the City of Chicago, in the State of Illinois, and for the three years last past have been engaged in the business of selling automobile supplies, accessories and parts in interstate commerce under the firm name and style of Surplus Auto Supply Co., and that such trade name is and was well known to the respondents.

That the respondents within the year last past began the business of selling automobile supplies, parts and accessories as aforesaid, and with the purpose, intent and effect of stifling and suppressing competition in interstate commerce in the sale of such supplies, parts and accessories has adopted the firm name and

style of Auto Surplus Stock Co., advertising and displaying the said firm name in catalogues, circulars and other advertising matter, all of which simulation is designed and calculated to, and does, deceive and mislead the trade and general public and cause purchasers to believe that respondent's firm is one and the same as that of the aforesaid co-partners trading as the Surplus Auto Supply Co.

COMPLAINT No. 192

*Against The Silver Co.*

Cause: That the component parts used by the respondent in the manufacture of its spark plugs have been tested by the United States Department of Mines, and that respondent has so worded and constructed an advertisement by referring to said test that is calculated and designed to and does mislead the trade and general public into the belief the spark plugs so manufactured and sold by respondent have been certified by the United States Department of Mines.

That the respondent, within the year last past, has published and caused to be published the aforesaid advertisement in newspapers, magazines, periodicals, trade papers and other publications circulated throughout the States and Territories of the United States and District of Columbia and foreign countries with the purpose, intent and effect of stifling and suppressing competition in the sale of spark plugs in interstate commerce.

COMPLAINT No. 193

*Against Consolidated Oil Co., et al*

Cause: That the respondent within the two years last past with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of paints, oils, turpentine and kindred products in interstate commerce, have sold and are now selling, and offering for sale, certain of their products which had been adulterated with a low grade mineral oil and other ingredients by representing, holding out and stating that the same was composed of "second run" turpentine and Manchurian and Japanese oils prepared and made from Oriental seeds and gums; that such representations and statements are false and misleading and calculated and designed to, and do, deceive the trade and the general public into believing respondent's products to be pure and unadulterated.

That with the intent, purpose, and effect of stifling and suppressing competition in the manufacture and sale of paints, oils, turpentine and kindred products in interstate commerce within the two years last past, respondents have stated and are now stating and representing by circular letters issued and published to the trade and general public that by virtue of a ruling of the Ohio Food and Drug Commission the linseed oil and spirits of

turpentine of respondents must be labelled adulterated, when in fact and truth no such ruling had or has been made; that such statements and representations are false and misleading and are calculated and designed to, and do, deceive the trade and general public into believing the said oil and turpentine of respondents are pure and unadulterated.

That with the intent, purpose, and effect of stifling and suppressing competition in the manufacture and sale of paints, oils, turpentine and kindred products in interstate commerce within the two years last past, respondents have used and are now using a cut upon their letter-heads of several buildings, on one of which is marked "Laboratory" and another "Cooperage," with the intent and purpose of deceiving and misleading the trade and general public into believing that the said cut represents the manufacturing plants as shown to be the plant of respondents, when in fact and truth respondents have no buildings marked "Laboratory" or "Cooperage" and do not own or operate the large plants as is represented and indicated by the said cut, that such representations so made by respondents on said letter-heads are misleading and calculated and designed to, and do, deceive the trade and the general public.

#### COMPLAINT No. 194

##### *Against C. W. Baker & Sons*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of their canned goods and products in interstate commerce, the respondents have adopted and maintain a system of fixing prices at which their products shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of their price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of canned goods and products, and with the effect of eliminating competition in prices among the dealers in their canned goods and products and thereby depriving dealers of their right to sell such canned goods and products, at such prices as they may deem adequate and warranted by their selling efficiency, and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling their customers to maintain and keep such standard prices, respondents have for more than two years last past:

(a) Refused and are still refusing to sell their canned goods and products to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such canned goods and products at the specified standard selling prices so fixed and determined by the respondent as aforesaid;

(b) Made and entered into contracts with their customers by

the terms of which a penalty of \$100.00 is imposed upon such customers who do not maintain such specified standard resale prices as set forth in said contract, or who do not resell such canned goods and products at the specified standard selling prices so fixed and determined by the respondents as aforesaid;

(c) Made and entered into contracts and agreements with certain of their customers by the terms of which they pay such customers semi-annually rebates varying from 10 to 12½ cents per dozen of the total amount of canned goods and products purchased by them within such period, in consideration that such customers or dealers will maintain and keep such specified standard resale prices as set forth in said contracts, or who do not resell such canned goods and products below the specified standard selling price so fixed and determined by the respondents as aforesaid.

#### COMPLAINT No. 195

##### *Against J. H. Patterson Co.*

**Cause:** That a branch or form of retail lumber and building materials trade in the United States is now and for more than two years last past has been carried on by so-called "mail order houses" which sell generally, through the medium of mail orders, lumber and building materials in interstate commerce direct to purchasers in the various States and Territories of the United States, the District of Columbia, and foreign countries; that such mail order houses are now and for more than two years last past have been dealers in lumber and manufacturers of building materials located in various towns and cities of the United States; that such mail order houses for more than two years last past, besides having and owning their own sources of supply, have purchased and still do purchase supplies of lumber and building materials from various manufacturers and wholesale dealers without the intervention of retail dealers.

That the respondent within two years last past adopted and has since maintained as a part of its plan of selling its lumber and building materials a system whereby systematically and on a large scale it writes and sends, and causes to be written and sent, and procures others to write and send to such mail order houses letters containing requests for statements of estimates of the quantity and quality of lumber and building materials required for certain building purposes and the prices therefor and also containing requests for the printed matter, advertisements and other such special information furnished to bona fide customers and prospective customers of such mail order houses; that the writers and senders of such letters have no intention of buying any lumber or building materials from such mail order houses and conceal from such mail order houses that they are engaged in the business of selling lumber and building materials or are

sending for such information for persons or firms who are engaged in such business; that such letters cause such mail order houses annoyance and delay in the transaction of their business and damage and expense and are written for the purpose of obtaining information which would not be furnished by such mail order houses if it were disclosed to such mail order houses that the writers of such letters are not bona fide prospective customers; that such plan of the respondent hereinbefore set forth was adopted and has been maintained with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the sale of lumber and building materials and said plan of respondent was adopted and has since been maintained with the intent, purpose and effect to hinder, embarrass and restrain such mail order houses in the conduct of their business.

COMPLAINT NO. 196

*Against De Miracle Chemical Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture, marketing, and sale of its depilatories and other toilet specialties in the course of such commerce and as a means of securing the trade of dealers in obtaining their aid and co-operation in enlarging the sale of its products and with the purpose of eliminating competition in the selling price among the various dealers in its products and thereby depriving the dealers of their freedom to sell such depilatories and other toilet specialties at prices which in their judgment would be warranted by trade conditions and for other purposes, the respondent has fixed and maintained certain specified standard prices at which the depilatories and other toilet specialties manufactured and sold by it shall be resold by the purchaser thereof, and requires its purchasers to agree to maintain or resell such depilatories and other toilet specialties at such standard selling prices, and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, the respondent for more than six months last past has refused and still is refusing to sell its products to customers or dealers who will not agree to maintain such specified standard resale prices or who do not sell such products at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

COMPLAINT NO. 197

*Against Baltimore Hub-Wheel and Manufacturing Co., and The Holland-Baden-Ramsey Co.*

Cause: That the respondents, Baltimore Hub-Wheel and Manufacturing Co. and the Holland-Baden-Ramsey Co., are, and for more than two years last past, have been wrongfully and unlawfully engaged in a combination or conspiracy among them-

selves unfairly to hamper and obstruct competitors, engaged in interstate commerce in automobile accessories, by inducing and compelling or attempting to induce and compel manufacturers of automobile accessories, to refuse to recognize such competitors as jobbers or wholesalers entitled to buy from manufacturers at jobbers' or wholesalers' prices and terms and for that reason to refuse to sell them as such in interstate commerce, thus forcing them to buy at prices higher than those made by manufacturers to jobbers.

That such of the respondents, is, and for more than two years last past has been wrongfully and unlawfully hampering and obstructing or attempting to hamper and obstruct certain competitors, engaged in interstate commerce, by inducing and compelling or attempting to induce and compel manufacturers of automobile accessories to refuse to recognize such competitors as jobbers or wholesalers entitled to buy from manufacturers at jobbers' or wholesalers' prices and terms, and for that reason to refuse to sell them as such in interstate commerce, thus forcing them to buy at prices higher than those made by manufacturers to jobbers.

#### COMPLAINT No. 198

##### *Against Closset & Devers*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the sale of coffee in interstate commerce, the respondent has adopted and maintained a system of fixing prices at which its coffee shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in the sale of their price-maintained coffee to the prejudice of competitors who do not fix and require the maintenance of resale prices of their coffee and with the effect of eliminating competition in price among the dealers in coffee and thereby depriving dealers of their right to sell such coffee at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has within the year last past refused and is still now refusing to sell its coffee to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such coffee at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 199

##### *Against National Grocery Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the sale of coffee in interstate commerce, the respondent has adopted and maintained a system

of fixing prices at which its coffee shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in the sale of their price-maintained coffee to the prejudice of competitors who do not fix and require the maintenance of resale prices of their coffee and with the effect of eliminating competition in price among the dealers in coffee and thereby depriving dealers of their right to sell such coffee at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has within the year last past refused and is still now refusing to sell its coffee to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such coffee at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 200

##### *Against The Rogers Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the sale of coffee in interstate commerce, the respondent has adopted and maintained a system of fixing prices at which its coffee shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in the sale of their price-maintained coffee to the prejudice of competitors who do not fix and require the maintenance of resale prices of their coffee and with the effect of eliminating competition in price among the dealers in coffee and thereby depriving dealers of their right to sell such coffee at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices respondent has within the year last past refused and is still now refusing to sell its coffee to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such coffee at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 201

##### *Against Schwabacher Brothers & Co., Inc.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the sale of coffee in interstate commerce, the respondent has adopted and maintained a system of fixing prices at which its coffee shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in the sale of their price-maintained coffee

to the prejudice of competitors who do not fix and require the maintenance of resale prices of their coffee and with the effect of eliminating competition in price among the dealers in coffee and thereby depriving dealers of their right to sell such coffee at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices respondent has written the year last past refused and is still now refusing to sell its coffee to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such coffee at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 202

##### *Against Seattle Grocery Company*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the sale of coffee in interstate commerce, the respondent has adopted and maintained a system of fixing prices at which its coffee shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in the sale of their price-maintained coffee to the prejudice of competitors who do not fix and require the maintenance of resale prices of their coffee and with the effect of eliminating competition in price among the dealers in coffee and thereby depriving dealers of their right to sell such coffee at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices respondent has within the year last past refused and is still now refusing to sell its coffee to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such coffee at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT No. 203

##### *Against Washington Retail Grocers and Merchants Association*

Cause: That the respondent, Washington Retail Grocers and Merchants Association, its officers and members, are and for more than two years last past have been wrongfully and unlawfully engaged in a combination or conspiracy among themselves, entered into, carried out and continued with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the wholesale coffee trade of the United States, by inducing, coercing and compelling wholesale coffee dealers in the State of Washington to adopt and maintain a system of fix-



ing certain specified standard prices at which their coffee shall be resold by dealers; that such conspiracy or combination was calculated and designed to and did exclude wholesale dealers from free, open and untrammelled competition in interstate commerce in the sale of their coffee within said State of Washington.

That the aforesaid combination and conspiracy, more particularly described and set forth in paragraph above herein, has been effected and carried out by various means and methods, among which are the following, to wit:

(a) by refusing to sell their coffee to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such coffee at the specified standard selling prices fixed and determined by the members of the respondent association;

(b) by articles published in *The Northwestern Merchant*, wherein retail coffee dealers in the State of Washington were urged and advised to boycott and refuse to purchase or deal in the coffee of wholesale dealers from other States of the United States, who refused to and did not maintain such specified standard resale prices at which their various brands of coffee shall be resold;

(c) by boycotting and refusing to purchase or deal in the goods, wares and merchandise of coffee dealers engaged in interstate commerce who are not members of the respondent association, and who refuse to and do not maintain such specified standard resale prices at which their various brands of coffee shall be resold.

#### COMPLAINT No. 204

*Against The Commonwealth Color and Chemical Company and  
Herbert L. Wittnebel*

Cause: That in the course of the business of manufacturing and selling colors, chemicals, dyestuffs and similar products throughout the States and Territories of the United States, the respondents, within the two years last past have been giving and offering to give, to employees of both their customers and prospective customers, and their competitors' customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondents, colors, chemicals, dyestuffs and similar products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents and entertainment.

That in the course of their business of manufacturing and selling colors, chemicals, dyestuffs and similar products throughout the States and Territories of the United States, the respondents, within the two years last past, have been paying and offering to pay, to employees of both their customers and prospective customers, and their competitors' customers and prospective cus-

tomers, without the knowledge and consent of their employers, large sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondents, colors, chemicals, dyestuffs and similar products, or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondents.

COMPLAINT No. 205

*Against The Tobacco Products Corporation, et al.*

**Cause:** That the respondent, The Tobacco Products Corporation, owns and controls The Khedivial Company, The Melachrino Tobacco Trading Company, Schinasi Bros., Inc., Prudential Tobacco Company, Inc., corporations organized, existing and doing business under and by virtue of the laws of the State of New York; Falk Tobacco Company, Standard Tobacco Company, Inc., Stephano Bros., Inc., corporations organized, existing and doing business under and by virtue of the laws of the State of Virginia; Nestor Gianadis Company, a corporation organized, existing and doing business under and by virtue of the laws of the State of Maine; The Surbrug Company, a corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey, and for more than one year last past, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of tobacco products in interstate commerce, has concealed its ownership and control of said corporations, and has permitted said companies to be held out and advertised as wholly independent and without connection with the respondent, The Tobacco Products Corporation; and through dealers has sold, and offered for sale, to the general public the tobacco products of said companies, without informing, indicating or notifying the purchasers thereof that such companies were owned or controlled by the said respondent.

That the respondent, The Tobacco Products Corporation, for more than six months last past, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of tobacco products in interstate commerce, has made and entered into contracts and agreements with certain of its customers and the customers of its competitors, by the terms of which it pays such customers monthly commissions, varying from one per cent (1%) to fourteen per cent (14%) of the total amount of purchases made by them in such period, in consideration of the said purchasers having rendered certain advertising services; that such commissions are paid to only a small number of the said respondent's customers, and are calculated and designed to, and do, unnecessarily injure and restrain the business of the competitors of the respondent, The Tobacco Products Corporation.

That the respondent, The Tobacco Products Corporation, for more than six months last past, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of tobacco products in interstate commerce, has paid, and is now paying, certain of its customers commissions, or rebates, as more particularly described and set forth in the preceding paragraph herein, upon the condition, agreement or understanding that the said customers shall not advertise the goods, wares or merchandise of a competitor, or competitors of the respondent, The Tobacco Products Corporation and will instruct and order their salesmen and employees to push or favor the sale of the said respondent's products over those of its competitors.

That the Louis G. Liggett Company is a corporation, owning and operating some seven hundred (700) retail tobacco stores throughout the States of the United States, the Territories thereof and the District of Columbia, and is a customer of, and handles and deals in the products of the respondent, The Tobacco Products Corporation, under and by an agreement, with conditions and terms similar to those mentioned and described in the two preceding paragraphs of this complaint; and the respondent, The Tobacco Products Corporation, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of tobacco products in interstate commerce, is now, and for more than six months last past has been, paying the said Louis G. Liggett Company, pursuant to such agreement or understanding, an amount equal to five per cent (5%) of the merchandise purchased during any one month, and has contracted to, and will, pay such customer, in addition thereto, an amount equal to ten per cent. (10%) of the increase in amount of the total purchases for the entire year 1918 over those of the year 1917, up to an increase of fifty per cent (50%); and that such payments are calculated and designed to, and do hinder, embarrass and restrain the respondent's competitors in the conduct of their business.

#### COMPLAINT No. 206

*Against Marinello Co., of Wisconsin, et al.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its products in interstate commerce, the respondent, the Marinello Company, of Wisconsin, has adopted and maintains a system of fixing prices at which its products shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of its price-maintained products to the prejudice of competitors who do not fix and require the maintenance of resale prices of their products,

and with the effect of eliminating competition in price among the dealers in its products and thereby depriving dealers of their right to sell such products at such prices as they may deem adequate and warranted by their selling efficiency, and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused and is still refusing to sell its products to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such products at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

That the respondents, the Marinello School of Chicago and School of Cosmeticians, and Marinello Company, of Illinois, for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of toilet preparations, have granted and given graduates of their school, licenses to practice the Marinello system or method, and to use the registered trade name of "Marinello," upon the condition, agreement and understanding that such licenses shall keep and maintain the standard specified resale prices of toilet preparations manufactured and sold by said Marinello Company, of Wisconsin, as more particularly described and set forth in the preceding paragraph herein, and that in the conduct and operation of their beauty shops, they shall not use or deal in the goods, wares or merchandise of a competitor or competitors of the respondent, Marinello Company, of Wisconsin; and the respondents, Marinello Company, of Illinois, and Marinello School of Chicago and School of Cosmeticians, have threatened to revoke and take away the license and right to use the name of Marinello of any or all such graduates who do not keep and maintain said standard specified resale prices, or who do not deal exclusively in the products of the respondent, Marinello Company, of Wisconsin.

That the respondents, Marinello Company, of Illinois, and the Marinello School of Chicago and School of Cosmeticians, for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of cosmetics and toilet preparations, have threatened to establish shops and stores for the sale of the cosmetics and toilet preparations manufactured and sold by the respondent, Marinello Company, of Wisconsin, adjacent to or in close proximity to the shops and stores of certain of their competitors and the customers and prospective customers of such competitors who do not deal exclusively in the goods, wares and merchandise of the respondent, Marinello Company, of Wisconsin, and who do not keep and maintain the specified standard

resale prices more particularly described and set forth in the first paragraph herein.

COMPLAINT No. 207

*Against The Cleveland Macaroni Co.*

Cause: That the respondent for more than one year last past, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of macaroni, noodles and kindred products, in interstate commerce, has given and offered to give premiums, consisting of jewelry, silverware and other personal property, to the salesmen of jobbers handling the products of the respondent and those of its competitors, as an inducement to influence them to push the sales of respondent's products, to the exclusion of the products of its competitors.

That the respondent for more than one years last past, with the purpose, intent and effect of stifling and suppressing competition in the manufacture and sale of macaroni, noodles and kindred products in interstate commerce, has, on a large scale, given dinners to jobbers and their salesmen, who handle the products of respondent, and those of its competitors for the purpose of influencing such jobbers and their salesmen to push the sales of respondent's products to the exclusion of those of its competitors.

That the respondent, for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in the manufacture and sale of macaroni, noodles and kindred products in interstate commerce, has, on a large scale, given dinners to retail buyers, customers and prospective customers of respondent, and the customers and prospective customers of its competitors, for the purpose of inducing said retail buyers to purchase respondent's products, and refrain from the purchase and sale of the products of its competitors.

COMPLAINT No. 208

*Against The Royal Cinema Corporation, The Mothers of Liberty Pictures Company and Monopole Pictures Company*

Cause: That on October 22, 1914, a motion picture entitled "The Ordeal" was registered in the United States Copyright Office, its registration number being L-3574, and thereafter such picture was shown and exhibited throughout the States of the United States and became well and generally known to motion picture dealers or exhibitors and to the general public.

That the respondents, The Royal Cinema Corporation, The Mothers of Liberty Pictures Company, and Monopole Pictures Company, for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in the motion picture industry in interstate commerce, have produced,

sold, leased, exhibited and advertised, and offered to sell, lease, exhibit and advertise a certain motion picture named and styled "Mothers of Liberty," which is made almost entirely of the aforesaid copyrighted picture "The Ordeal" without notifying, apprising or informing exhibitors and the general public that it was such; that such practices are calculated and designed to and do defraud and deceive the trade and the motion picture theatre-going public, and mislead them into the belief that said "Mothers of Liberty" is a new and original picture, never before exhibited or produced.

That within the year last past the respondents, The Royal Cinema Corporation, The Mothers of Liberty Pictures Company, and Monopole Pictures Company, with the purpose, intent and effect of stifling and suppressing competition in the motion picture industry interstate commerce, have threatened and accused certain motion picture dealers or exhibitors of refusing to lease, book or exhibit said "Mothers of Liberty" picture for the reason that they, the said dealers or exhibitors were German sympathizers and disloyal to the Government of the United States of America; that such accusations were false and defamatory, calculated and designed to hinder, harass, embarrass and restrain such dealers or exhibitors in the conduct of their business.

#### COMPLAINT No. 209

##### *Against St. Lawrence Lumber Co.*

Cause: That a branch or form of retail lumber trade in the United States is carried on by so-called "mail order houses," which sell, generally through the medium of mail orders, lumber and building materials, in interstate commerce, direct to the consumer in nearly all of the States of the United States; that such mail order houses are either manufacturers of lumber or commercial establishments, located in many cities of the United States; that said commercial establishments generally purchase their supplies of lumber and lumber products from the manufacturer and wholesale dealer without the intervention of the retail dealer, and that said mail order houses are engaged in competition with other persons, firms, co-partnerships and corporations, who conduct retail lumber yards, for the sale at retail, of lumber and building materials.

That the respondent for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in the sale of lumber and building materials in interstate commerce, has systematically and on a large scale written and sent and caused to be written and sent, and procured others to write and send, to said mail-order houses, letters containing requests for statements of estimates of the quantity and quality of lumber or building material required for certain building purposes,

and the prices therefor, and also containing requests for the printed matter, advertisements and other special information furnished bona fide customers and prospective customers by such mail-order houses; that the writers and senders of such letters had no purpose or intention of buying any lumber or building material from such mail-order houses, but wrote and sent letters to cause such mail-order houses annoyance and delay in the transaction of their business and damage and expense.

#### COMPLAINT No. 210

*Against Joseph Simmonds, doing business under the trade name and style of W. H. Productions Co.*

Cause: That the respondent, Joseph Simmonds, doing business under the trade name and style of W. H. Productions Company, is a resident of the State of New York, with his principal office and place of business located at the City of New York in said State, now and for more than one year last past engaged in the business of producing, leasing, selling and exhibiting motion pictures generally in commerce throughout the various States of the United States, the Territories thereof and the District of Columbia, in competition with other persons, firms, co-partnerships and corporations similarly engaged.

That the William S. Hart Productions, Inc., is a Delaware corporation, organized in July 1917, with offices located at the City of New York, State of New York, and in the City of Los Angeles, State of California, engaged in the business of producing, selling, leasing, distributing and advertising the motion pictures of one William S. Hart, a motion picture actor; that such pictures are and have been advertised, distributed and exhibited in the principal cities and towns of the States of the United States, the Territories thereof, and the District of Columbia, and the name and pictures of the said William S. Hart, through long continued advertising and exhibition constitute and are well-established trade names used and controlled since July 1, 1917, exclusively by said William S. Hart Productions, Inc., and are advertised and commonly known and referred to as "Arctcraft Pictures."

That William S. Hart, who resides in the City of Los Angeles, State of California, is a well-known motion picture actor of national reputation and of unusual ability, who has been constantly before the public for several years and has established himself in the distinctive character of Hart Productions, which said productions represent the investment and outlay of large sums of money; that for four years prior to July 1917, the said William S. Hart was employed exclusively by the New York Motion Pictures Company, as a motion picture actor, in the production of motion pictures, which were extensively distributed

throughout the States of the United States by the Triangle Film Company, acting as the distributing agent of said New York Motion Pictures Company and such pictures became well and extensively known to the motion picture theatre-going public by their respective titles and names under which they were distributed, advertised and exhibited; that since July 1917, said William S. Hart has appeared only in pictures made and distributed by the said William S. Hart Productions, Inc.

That the respondent, Joseph Simmonds, doing business under the trade name and style of W. H. Productions Company, in September 1917, with the intent, purpose and effect of stifling and suppressing competition in the motion picture industry, in interstate commerce without the consent or knowledge of said William S. Hart or said William S. Hart Productions, Inc., adopted and assumed the trade name of W. H. Productions Company and has ever since carried on and is now conducting his business under such trade name; that such simulation is calculated and designed to and does deceive exhibitors and the motion picture theatre-going public, and mislead them into the belief that W. H. Productions Company and William S. Hart Productions, Inc., are one and the same.

That within the year last past the respondent, Joseph Simmonds, doing business under the trade name and style of W. H. Productions Company, with the intent, purpose and effect of stifling and suppressing competition in the motion picture industry, in interstate commerce, has produced, sold, leased, advertised and exhibited motion pictures of the said William S. Hart, which had been made, advertised, produced and exhibited, prior to July 1917, as aforesaid, and has held out and advertised the same as being those of "The Artcraft Star"; that such simulation is calculated and designed to and does deceive and defraud exhibitors and the motion picture theatre-going public and mislead them into the belief that "The Artcraft Star" and "Artcraft Pictures" are one and the same.

That within the year last past the respondent, Joseph Simmonds, doing business under the trade name and style of W. H. Productions Company, with the intent, purpose and effect of stifling and suppressing competition, in the motion picture industry, in interstate commerce, has produced, sold, leased, advertised and exhibited motion pictures of the said William S. Hart, which had been made, advertised, produced and exhibited prior to July, 1917, as aforesaid, under names and titles of the same character and similar or likened to those given to pictures produced, sold, leased, advertised and exhibited by said William S. Hart Productions, Inc.; that such simulation is calculated and designed to and does deceive and defraud exhibitors and the motion picture theatre-going public, and mislead them into the



belief that respondent's pictures and those of said William S. Hart Productions, Inc., are one and the same.

That with the two years last past the respondent, Joseph Simmonds, doing business under the trade name and style of W. H. Productions Company, with the intent, purpose and effect of stifling and suppressing competition in the motion picture industry in interstate commerce, has produced, sold, leased, exhibited and advertised, and has offered to sell, lease and exhibit motion pictures of Charles Chaplin, William S. Hart and other well-known motion picture actors and actresses, which had theretofore been exhibited to the public and whose titles and names were well known to the patrons of motion picture theatres, under new names and titles without notifying, apprising or informing exhibitors and the general public that they were such; that such practices are calculated and designed to, and do, defraud and deceive the exhibitors and general public and mislead them into the belief that said pictures are new and original and never before exhibited or produced.

#### COMPLAINT NO. 211

##### *Against The Henry-Miller Foundry Co.*

Cause: That the respondent maintains in its business a system of giving cumulative discounts or rebates in the sale of its furnaces whereby retail dealers purchasing its goods are given by it, at the end of each calendar year, certain rebates or discounts based and graded upon the aggregate of the separate purchases made by such dealers during the calendar year; that the said system was, and is, designed and calculated to cause such dealers to confine their purchases very largely or exclusively to the products of the respondent, and to hinder or prevent respondent's competitors from making sales of similar products to such dealers, except at so low a price as will not only meet the price of the respondent on its separate sales, but will also offset the loss in rebates or discounts resulting to such dealers in the event that they divide their purchases, during the year, between respondent and one or more of its competitors instead of purchasing exclusively from the respondent.

#### COMPLAINT NO. 212

##### *Against A. T. McClure, Arthur W. McClure, John R. McClure, co-partners doing business under the firm name and style of A. T. McClure Glass Co.*

Cause: That the respondents, A. T. McClure, Arthur W. McClure and John R. McClure, for more than one year last past in the conduct of their business, with the intent, purpose and effect of stifling and suppressing competition in the sale and distribution of window glass in interstate commerce, have pur-

chased glass from manufacturers as aforesaid, and have systematically and continuously opened such boxes in which said glass was contained, and removed therefrom such quality slips and changed the brands or marks upon such boxes, marking those containing lower grades of glass to read and indicate that their contents are composed of higher and better grades of glass, and have then sold such misbranded glass to their various customers at and for the prices obtained for the brands as shown and indicated on such changed boxes; that such practices are calculated and designed to, and do, defraud and deceive the trade and general public and mislead them into the belief that they are receiving from said respondents the quality of grade of glass for which they pay.

#### COMPLAINT NO. 213

##### *Against American Thermos Bottle Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its vessels in interstate commerce, the respondent, the American Thermos Bottle Company, has adopted and maintains a system of fixing prices at which its products shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its products, and thereby depriving dealers of their right to sell such product at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices, and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused and is still refusing to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

#### COMPLAINT NO. 214

##### *Against Winsted Hosiery Co.*

Cause: That for more than one year last past the respondent, Winsted Hosiery Company, with the purpose, intent and effect of stifling and suppressing competition in the manufacture and sale of underwear in interstate commerce, has in the conduct of its business manufactured and sold in commerce aforesaid, and labelled, advertised and branded certain lines of underwear composed of but a small amount of wool as—

"Men's Natural Merino Shirts"

"Men's Gray Wool Shirts"

"Men's Natural Wool Shirts"

"Men's Natural Worsted Shirts"

"Australian Wool Shirts"

That such advertisements, brands and labels are false and misleading and calculated and designed to, and do, deceive the trade and general public into the belief that such underwear is manufactured and made and composed wholly of wool.

#### COMPLAINT No. 215

*Against Minerals Separation, Ltd., et al.*

Cause: That the respondent, Minerals Separation, Ltd., is a corporation organized, existing and doing business under and by virtue of the laws of the Kingdom of Great Britain, with its principal office and place of business located at the City of London, in said Kingdom, and with officers, directors and agents located in the City of New York, in the State of New York; that the respondent, Minerals Separation American Syndicate, Ltd., is a corporation organized, existing and doing business under and by virtue of the laws of the Kingdom of Great Britain, with its principal office and place of business located at the City of London, in said Kingdom, and with officers, directors and agents located in the City of New York, State of New York, and is now, and at all times hereinafter mentioned was, agent, representative and licensee of the respondent, Minerals Separation, Ltd.; that the respondent, Minerals Separation American Syndicate (1913), Ltd., is a corporation organized, existing and doing business under and by virtue of the laws of the Kingdom of Great Britain, with its principal office and place of business located at the City of London, in said Kingdom, and with officers, directors and agents located in the City of New York, in the State of New York, and is now and at all times hereinafter mentioned, was, agent, representative and licensee of the respondents, Minerals Separation, Ltd., and Minerals Separation American Syndicate, Ltd.; that the respondent, Beer, Sondheimer & Company, is a firm and co-partnership with its principal office and place of business located at the City of Frankfort-on-Main, in the Empire of Germany, and with officers, directors and agents located in the City of New York, in the State of New York, and is now, and at all times hereinafter mentioned, was agent and representative of the respondents, Minerals Separation, Ltd., Minerals Separation American Syndicate, Ltd., and Minerals Separation American Syndicate (1913), Ltd.; that the respondent, Beer, Sondheimer & Company, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its principal office and place of business located at the

City of New York, in the State of New York, and is now, and at all times hereinafter mentioned was, agent and representative of the respondents, Minerals Separation, Ltd., Minerals Separation American Syndicate, Ltd., Minerals Separation American Syndicate (1913), Ltd., and Beer, Sondheimer & Company, the firm and co-partnership above mentioned; that the respondent, Minerals Separation North American Corporation, is a corporation organized, existing and doing business under and by virtue of the laws of the State of Maryland, with its principal office and place of business located at the City of New York, in the State of New York, and is now, and at all times hereinafter mentioned was, agent, representative and licensee of the respondents, Minerals Separation, Ltd., Minerals Separation American Syndicate, Ltd., and Minerals Separation American Syndicate (1913), Ltd.; that the respondents, Benno Elkan, Otto Frohnknecht and Harry Falck have been, and are agents and representatives of Minerals Separation, Ltd., Minerals Separation American Syndicate, Ltd., Minerals American Syndicate (1913), Ltd., Beer, Sondheimer & Company, Inc., and Minerals Separation North American Corporation, the corporations above mentioned, and of Beer, Sondheimer & Company, the firm and co-partnership above mentioned, with their principal office and place of business located at the City of New York, in the State of New York, that the respondents are now, and for more than one year last past have been, engaged in the business of transporting throughout the States and Territories of the United States and the District of Columbia, apparatus, processes, paraphernalia, supplies, accessories, assistants, data and samples used in the separation and concentration of ores, and of selling, leasing and licensing such apparatus, processes, paraphernalia, supplies, accessories, data and samples throughout the States and Territories of the United States and the District of Columbia, and of furnishing such apparatus, processes, paraphernalia, supplies, accessories, assistants, data and samples to mine operators, metallurgists, engineers and others engaged in the separation and concentration of ores throughout the States and Territories of the United States and the District of Columbia, all in competition with other persons, firms, co-partnerships and corporations similarly engaged throughout the States and Territories of the United States and the District of Columbia.

That the respondents, with the purpose, intent and effect of stifling and suppressing competition in lines of commerce throughout the various States and Territories of the United States and the District of Columbia relating to, and dependent upon, apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores, for more than one year last past have been, and

now are, entering into, and enforcing and attempting to enter into and enforce, agreements by which said respondents undertake—

(1) To prevent inventors, manufacturers, vendors, lessors, licensors and users, hereinafter referred to as "independent concerns," of apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores and not covered by any patents or patent rights controlled by the respondents, hereinafter referred to as "independent commodities," from selling, leasing or licensing any independent commodities to any one, except with the respondent's permission;

(2) to prevent mine operators, metallurgists, engineers and others, engaged in the separation and concentration of ores, and not in the respondent's employ from using any independent commodities except with the respondent's permission;

(3) to permit no independent concern to manufacture, sell, lease or license any independent commodities except upon condition that such independent concern pay to the respondents an exorbitant commission for such permission;

(4) to discriminate, as to commissions exacted from such independent concerns by the respondents for such permission, between independent concerns favored by the respondents, and other independent concerns whom the respondents do not favor, but desire to discipline, punish and make examples of;

(5) to compel mine operators, metallurgists, engineers and others, engaged in the separation and concentration of ores, and not in the respondents' employ, to surrender to the respondents the ownership, control and beneficial use of all inventions which such mine operators, metallurgists, engineers and others shall make in respect to apparatus, process, paraphernalia, supplies, data, samples or other commodities used in the separation and concentration of ores;

(6) to prevent mine operators, metallurgists, engineers and others engaged in the separation and concentration of ores, and not in the respondents' employ, from publishing or communicating in papers before scientific societies, or in scientific journals, trade journals, or other publications, or in anywise, in writing or orally, the results of any experimentation, research or investigation or any scientific knowledge, theory or data, or any information or detail whatsoever, relating to apparatus, processes, paraphernalia, supplies, data, samples or other commodities used in the separation or concentration of ores, except with the respondents' permission;

(7) to compel mine operators, metallurgists, engineers and others engaged in the separation and concentration of ores, and not in the respondents' employ, in event of patent litigation by

the respondents against any one whatsoever, to withhold from the latter the results of any experimentation, research or investigation, or any scientific knowledge, theory to any apparatus, processes, paraphernalia, supplies, data, samples or other commodities used in the separation or concentration of ores;

(8) to exact from mine operators an exorbitant royalty for the use of apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores, and controlled by the respondents;

(9) to exact from mine operators an exorbitant royalty upon all operations in respect to the separation or concentration of ores, including operations involving no use of any apparatus, processes, paraphernalia, supplies, data, samples or other commodities controlled by the respondents;

(10) to discriminate, as to royalties exacted from mine operators by the respondents, between mine operators favored by the respondents and other mine operators whom the respondents do not favor but desire to discipline, punish and make examples of; by which agreements the respondents, for more than one year last past, have been, and now are, obtaining for themselves and for concerns which they were, and are, desirous of favoring, an unfair competitive advantage, and have been, and now are, stifling and suppressing competition, and tending to create a monopoly, in lines of commerce as aforesaid, relating to, and dependent upon apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores.

That the respondents, with the purpose, intent and effect of stifling and suppressing competition and tending to create a monopoly in lines of commerce throughout the various States and Territories of the United States and the District of Columbia, relating to, and dependent upon, apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores for more than one year last past, have been and now are,

(1) falsely and maliciously disparaging independent commodities, independent concerns, and mine operators, metallurgists, engineers and others who are using such independent commodities and who are dealing with such independent concerns;

(2) falsely and maliciously claiming and asserting exclusive rights, under patents and otherwise, in excess of the rights actually possessed by the respondents, in respect to apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores;

(3) maliciously threatening to prosecute patent infringement suits against independent concerns, mine operators, metallurgists,

engineers and others for manufacturing, selling, leasing, licensing and using independent commodities in respect to which the respondents falsely and maliciously claim exclusive rights;

(4) intimidating and coercing, and attempting to intimidate and coerce, mine operators, metallurgists, engineers and others to refrain from using independent commodities and to refrain from dealing with independent concerns, by withholding or threatening to withhold, licenses to use apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores and controlled by the respondents;

(5) intimidating and coercing, and attempting to intimidate and coerce, by the methods above described, independent concerns, mine operators, metallurgists, engineers and others to enter into agreements of the character above described with the respondents; by which acts the respondent, for more than one year last past, have been, and now are, obtaining for themselves and for concerns which they were, and are, desirous of favoring, an unfair competitive advantage, and have been and now are, stifling and suppressing competition and tending to create a monopoly in lines of commerce as aforesaid relating to, and dependent upon apparatus, processes, paraphernalia, supplies, data, samples and other commodities used in the separation and concentration of ores.

#### COMPLAINT No. 216

##### *Against Gregory Furniture Manufacturing Co.*

Cause: That with the intent, purpose an deffect of stifling and suppressing competition in the manufacture and sale of its furniture in interstate commerce, the respondent, Gregory Furniture Manufacturing Company, has adopted and maintains a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of its price-maintained product to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product as such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused, and is still refusing, to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

## COMPLAINT No. 217

*Against Klaxon Co.*

**Cause:** That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its horns, in commerce aforesaid, the respondent, the Klaxon Company, has adopted and maintains a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers, and of enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product at such prices as they may deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale price and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused, and is still refusing, to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

That the respondent, Klaxon Company, within the year last past, with the purpose, intent and effect of stifling and suppressing competition in the manufacture and sale of its horns in commerce aforesaid, has sold and made contracts for the sale of its product to dealers in automobile accessories upon the condition, agreement or understanding that the said dealers shall at all times carry a minimum stock of "Klaxon" warning signals to the value of \$300; that such condition, agreement or understanding is calculated and designed to, and does cause dealers in automobile accessories to refrain from handling the horns of competitors of respondent.

## COMPLAINT No. 218

*Against The Procter & Gamble Co., and The Procter & Gamble Distributing Co.*

**Cause:** That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of their products in interstate commerce, the respondents, The Procter & Gamble Company, and The Procter & Gamble Distributing Company, have adopted and maintained a system of fixing prices at which their products shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of their price-maintained products to the prejudice of competitors who do not fix and require the main-



tenance of resale prices of their products, and with the effect of eliminating competition in price among the dealers of their products, and thereby depriving dealers of their right to sell such products at such prices as they may deem adequate and warranted by their selling efficiency, and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling their customers to maintain and keep such standard prices, respondents have for more than two years last past refused, and are still refusing, to sell their products to customers or dealers who will not agree to maintain such specified standard resale prices, or who do not resell such products at the specified standard selling prices so fixed and determined by the respondents as aforesaid.

That in the conduct of their business, respondents manufacture and sell a certain brand of soap for which they have adopted and maintained the trade name "Ivory," which from long years of usage and continued advertising has become well known to the trade and the general public, and respondents, The Procter & Gamble Company, and The Procter & Gamble Distributing Company, within the three years last past, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of soap, candles, oil and glycerine in interstate commerce, have refused, and do now refuse, to sell mixed carload lots of their products unless the purchaser thereof will also buy from them such "Ivory" soap.

#### COMPLAINT No. 219

##### *Against Vacuum Oil Co.*

Cause: That the respondent, with the intent, purpose and effect of stifling and suppressing competition in the manufacture, sale and distribution of petroleum products in interstate commerce within the year last past has adopted and maintained a system of marketing its various petroleum products, whereby it ships at market prices to various customers of its competitors large quantities of its products without having theretofore sold or received orders for same and in the furtherance of said system, the respondent induces and attempts to induce such consignees to accept and purchase, such consignments so shipped as aforesaid, by various means and methods among which are the following, to wit:

1. The extension of long time credits.
2. Guaranteeing the resale of such consignments and the assistance of its salesmen in procuring the same.

That such system and methods are calculated and designed to and do enlarge respondent's gallonage output and cause the customers of its competitors to be over stocked and to hinder, harass and restrain such competitors in the conduct of their business.

## COMPLAINT No. 220

*Against Gordon-Van Tine Co.*

Cause: That the respondent, within the year last past, with the intent, purpose and effect of stifling and suppressing competition in the sale of lumber and building materials in interstate commerce, has published and circulated in various periodicals, magazines, trade journals and catalogues an advertisement which purports to be an order and decision of the Federal Trade Commission in certain proceedings instituted and carried on by the Federal Trade Commission against certain "regular dealers" of lumber wherein such dealers were charged with unfair methods of competition in interstate commerce; such publications being as follows:

**"FEDERAL TRADE COMMISSION SAYS: 'MARAUDING TACTICS OF UNFAIR COMPETITION MUST CEASE.'**

"A victory has been won for you and for us.

"Through coercion, threats, misrepresentation and subterfuge, retail lumber dealers have for years attempted to prevent us from selling to you and to keep you from buying from us.

"Now, the Federal Trade Commission has stepped in and said 'No interference! A square deal for everybody.' From now on, you can buy wherever you please without being bothered, boycotted or bluffed.

"There is only one reason, of course, why the concerns against whom this Government order has been issued, followed these unfair methods. They knew that Gordon-Van Tine's immense buying resources, systematized operations and big volume of business enabled us to undersell them in their own market and 'give better value.'

"And when they couldn't compete fairly, they attempted to do it unfairly.

"We could ask no better evidence of our ability to furnish you the highest-grade building material at less-than-local-dealer prices than the situation which occasioned this Federal ruling."

Following which is set out a list of the "regular dealers" against whom the said order issued. That the above advertisement so published and circulated is false, misleading and a gross misrepresentation of the terms of the said order and decision issued by the Commission in the aforementioned proceedings and it does not fairly and truthfully represent to the public the Commission's order and decision in the said proceedings.

That in the course of its business of selling lumber and building materials in interstate commerce, the respondent, Gordon-Van Tine Company, for more than two years last past has secretly, and without the knowledge of the purchaser or con-

sumer, offered and paid to local contractors, builders and carpenters, a bonus or so-called commission as an inducement to influence such contractors and builders to push or favor the sale of respondent's lumber and building materials over those of its competitors.

That the respondent, Gordon-Van Tine Company, with the intent, purpose and effect of injuring and embarrassing and discrediting its competitors, for more than two years last past, has circulated catalogues and published statements through the various States and Territories of the United States, the District of Columbia, and in foreign countries among customers and prospective customers of competitors, containing certain advertisements wherein it is represented that:

(a) The United States Government vouches for and guarantees the reliability, honesty and business methods of the respondent, and that such statements carry the impression that the Post Office Department censors the respondent's advertising matter.

(b) Respondent sells its products from the mill direct to the customer, imputing it manufactures all the lumber products which it sells, thereby giving the customers the benefit of mill or manufacturer's prices.

(c) Certain competitors of respondent are members of the Lumber Trust by means of which excessive and unreasonable prices for lumber and building materials are fixed and maintained; thus wrongfully and falsely charging that such competitors do not deal justly and fairly.

(d) Respondent is the only firm that makes prices both ways on lumber materials, i. e., ready-cut-to-fit, and not-ready-cut.

(e) Respondent does a much larger volume of business, buying lumber and building materials in larger quantities than do such "regular dealers" and that this enables them to buy at a lower price and obtain greater discounts, and keep on hand a bigger stock from which the purchaser may select such materials as he desires, than do such "regular dealers" and that the purchaser is given the benefit of all of such sales and that respondent saves for the consumer from 25 to 50 per cent., or in amount from \$200 to \$500 per building of what such purchaser or consumer would be compelled to pay for the same materials if purchased from a "regular dealer."

That such statements and advertisements are in truth false, deceptive and misleading and do unfairly tend to, and do, deceive and mislead such purchasers, and further do injure, damage and discredit the so-called "regular dealers" and create and foster a suspicion in the minds of prospective purchasers of lumber and building materials that such "regular dealers," as a class do not deal fairly and that such advertisements are calculated and designed to deceive the trade and general public.

## COMPLAINT No. 221

*Against Vapo-Cresoline Co.*

**Cause:** That with the intent, purpose and effect or stifling and suppressing competition in the manufacture and sale of its proprietary medicine, in commerce aforesaid, the respondent, the Vapo-Cresoline Company, has adopted and maintained a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers, and of enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product at such prices as they deem adequate and warranted by their selling efficiency and with other effects; and that for the purpose of maintaining said standard resale price and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused, and is still refusing, to sell its product to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

## COMPLAINT No. 222

*Against The Lasso Pictures Co.*

**Cause:** That within the year last past the respondent, The Lasso Pictures Company, with the purpose, intent and effect of stifling and suppressing competition in the motion picture industry in interstate commerce has secured certain motion picture films which have been exhibited and displayed to the public by motion picture exhibitors prior to the date respondent secured same, and that respondent changes the title and names of said motion picture films, sells, leases and offers for sale such old films for exhibition under new names and titles as new and original motion picture films; that the exhibiting of such re-named and retitled pictures as aforesaid is calculated and designed to, and does, defraud and deceive the exhibitors and general public, and mislead them into the belief that said picture films are new and original and were never before exhibited or produced.

## COMPLAINT No. 223

*Against Allen Sales Service, Inc., C. Louis Allen and William H. Yetman*

**Cause:** That the respondent, Allen Sales Service, Inc., is a corporation organized, existing and doing business under and

by virtue of the laws of the State of Delaware, having its office and principal place of business in the City and State of New York, now, and ever since the date of its incorporation, to wit, the first day of April, 1918, engaged in the business of selling and distributing fire extinguishers, fire appliances, and similar products generally in commerce throughout the several States of the United States, the Territories thereof, and the District of Columbia, in direct competition with other persons, firms, co-partnerships and corporations similarly engaged.

That the respondents, C. Louis Allen, and William H. Yetman, were the organizers, and are now, and have been since the date of its incorporation, the President and Government representative, respectively, of the respondent, Allen Sales Service, Inc., and had been for a long period of time immediately prior to its incorporation the President and Manager of the Fire Appliance Department, respectively, of the Pyrene Co., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, having its principal office and place of business in the City and State of New York, now, and for more than two years last past, engaged in the sale and distribution of fire extinguishers, general fire appliances, and similar products generally in commerce throughout the several States of the United States, the Territories thereof, and the District of Columbia, in direct competition with other persons, firms, co-partnerships and corporations similarly engaged.

That the respondents, C. Louis Allen and William H. Yetman, by reason of the positions and offices of trust held by them in the said Pyrene Co., had access to, and were, in possession of said company's lists of customers and agents, and prospective customers and agents, lists of manufacturers from which the Pyrene Co. obtained its products and supplies, confidential price lists at which such products and supplies were purchased and sold, and other confidential information upon which to a large extent depended the successful continuance and growth of the business of the said Pyrene Co.

That during the month of March 1918, while still in the employ of the said Pyrene Co., the respondents, C. Louis Allen and William H. Yetman, disregarding the trusts imposed upon them by reason of their positions and offices, and with the intent, purpose and effect of stifling and suppressing competition in the sale of fire extinguishers, general fire appliance and similar products in commerce aforesaid, and for the purpose of obtaining for themselves and the respondents, Allen Sales Service, Inc., which they at that time were organizing, an undue and unfair advantage in the sale of such products, took, carried out and appropriated to their own use and benefit, without the knowledge or consent of said Pyrene Co., the matter contained in the aforesaid

lists of customers, agents, prospects, manufacturers, and prices, and other confidential information and trade secrets, and thereafter respondents used, and have attempted to use, said lists, confidential information and trade secrets for the purpose of securing exclusive contracts for the purchase of the products of the various manufacturers from whom the said Pyrene Co. had been accustomed to purchase its stock in trade, and for the purpose of securing the customers and prospective customers, and the agents and prospective agents theretofore belonging to the said Pyrene Co.

That with the intent, purpose and effect of stifling and suppressing competition in the sale and distribution of fire extinguishers, fire appliances, and similar products in commerce aforesaid, respondent, Allen Sales Service, Inc., within the year last past, by means of false and misleading statements regarding the business plan of the said Pyrene Co., made by and through the respondents, C. Louis Allen and William H. Yetman, while said C. Louis Allen and William H. Yetman were in the employ of, and drawing salaries from, said Pyrene Co., and otherwise, endeavored to, and did, induce and persuade certain manufacturers, with whom the Pyrene Co. had contracts for obtaining its fire extinguishers and general fire appliances, to break and rescind said contracts and sell their entire products exclusively to the respondent, Allen Sales Service, Inc., thereby cutting off the source from which said Pyrene Co. might, and did, obtain its supplies.

That with the intent, purpose and effect of stifling and suppressing competition in commerce aforesaid in the sale of fire extinguishers, general fire appliances, and similar products, the respondent, Allen Sales Service, Inc., within the year last past placed its employees in the office of a manufacturer, with whom the aforesaid Pyrene Co. had contracts for obtaining its fire extinguishers and other products, and from whom the respondent, Allen Sales Service, Inc., was endeavoring to secure a contract for said manufacturer's entire output, for the purpose of securing knowledge and information concerning all the business dealings had between the said manufacturer and the said Pyrene Co., thereby enabling and assisting the respondent, Allen Sales Service, Inc., in its efforts to learn and obtain the names of the customers and other trade secrets and information belonging to and concerning the said Pyrene Co.

That the respondents, Allen Sales Service, Inc., C. Louis Allen and William H. Yetman, within the year last past, with the intent, purpose and effect of stifling and suppressing competition in the sale and distribution of fire extinguishers, general fire appliances, and similar products in commerce aforesaid, have induced employees of the said Pyrene Co. to leave their employ-

ment by offering such employees employment with respondents at and for higher wages, and by divers other means and methods, all of which was calculated and designed to harass and restrain said Pyrene Co. in the conduct of its business and demoralize and break down its organization.

That within the year last past, it was determined by certain purchasing departments of the United States Government that hence forth all supplies were to be purchased direct from the manufacturers thereof, and not through jobbers or manufacturers' agents, and the effect of this determination or ruling was to exclude persons, firms, co-partnerships and corporations, including the respondent, Allan Sales Service, Inc., and said Pyrene Co., engaged in the sale but not the manufacture of fire extinguishers, general fire appliances, and other products, from further sales of the same to the Government, and thereafter the respondent, Allen Sales Service, Inc., with the intent, purpose and effect of stifling and suppressing competition in the sale and distribution of fire extinguishers, general fire appliances, and other products in commerce aforesaid, caused various manufacturers to establish branch offices in the offices of the respondent, Allen Sales Service, Inc., whereby said respondent was enabled to contract with the United States Government in the sale of its products in the names of such manufacturers and earn and receive large commissions on such sales, without the knowledge or consent of the United States Government, and that such practices were calculated, designed to, and did, cause the United States Government to believe that it was obtaining the lowest net prices from manufacturers and not paying for the services of commission men, brokers, middlemen, or jobbers.

That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the sale and distribution of fire extinguishers, general fire appliances, and like products, in commerce aforesaid, the respondents, within the year last past, have been systematically and on a large scale giving, and offering to give, to the employees of both its customers and prospective customers, and to officers of the armed forces of the United States, and other persons concerned in the conduct of the war, as an inducement to influence their employers and the United States Government to purchase, or contract to purchase, from the respondents fire extinguishers, general fire appliances, and like products, without other consideration therefor, gratuities, such as liquor, cigars, meals, theatre tickets, valuable presents, and other personal property.

#### COMPLAINT No. 224

*Against National Bridge Co., Daniel B. Luten, Frank H. Drury*

Cause: That the respondent, National Bridge Co., is a corporation organized, existing and doing business under and by

virtue of the laws of the State of Indiana, with its principal office and place of business located at the City of Indianapolis, in said State, now and for more than two years last past engaged in the business of making and selling designs and working plans for the construction of bridges generally in commerce throughout the States of the United States and the Territories thereof, in direct competition with other persons, firms, co-partnerships and corporations similarly engaged; that the respondent, Daniel B. Luten, is a resident of the City of Indianapolis, State of Indiana, and a stockholder and officer in the respondent, National Bridge Co., and, through the stock owned and held by him and that of certain of his relatives, is the dominant factor and influence and in complete control of said respondent corporation; that the respondent, Frank H. Drury, is a resident of the City of Chicago, State of Illinois, engaged in the practice of law, now and at all times hereinafter mentioned acting as Attorney for the respondents, National Bridge Co. and Daniel B. Luten.

For many years prior to 1902 it was well known in the bridge art and disclosed in patents and printed publications, that reinforced concrete was a suitable material for bridges, and bridges of reinforced concrete had been quite generally built. On May 17, 1902, Daniel B. Luten filed in the United States Patent Office an omnibus application relating to alleged improvements in reinforced concrete bridges containing a description and eight sheets of drawings illustrating practically every conceivable position in which a reinforcement might be placed in a concrete bridge. Said application, after various appeals, was finally rejected in 1911 as not patentable. During several years after the filing of said original application, said Luten, from time to time, filed various other applications upon structures which he claimed were features of the original application, and so revised and redrafted the specifications and claims of his alleged divisional applications, that the patents issued thereon contained claims readable on structures independently produced by others, subsequent to the filing of his original application and prior to the filing of such divisional applications. Since May, 1902, Luten has so procured from the Patent Office forty-six (46) patents containing approximately four hundred (400) claims.

After the issuing of a number of such patents, Luten, who holds the legal title to such patents, through the National Bridge Co., and his attorney, Drury, has systematically sent out, particularly to municipalities, bridge builders and contractors throughout the country, various warnings and threats of patent infringement and liability therefor, alleged to arise out of the erection of any reinforced concrete bridge, and demanding royalty of ten per cent. on the total contract price of any and all reinforced concrete bridges built, or to be built, by them. Fol-



lowing said threats Luten has filed a number of suits in most cases upon several patents containing a large number of claims usually against some small contractor or builder, unable to bear the expense of a defense. After suit has been started, through his attorney, Drury, Luten agrees to waive any claim for damages or royalties, or accepts a trivial consideration, if the defendant will consent to a decree. As a result of such practices, Luten has procured about twenty-three (23) consent decrees. Many of such decrees are so drawn as to convey the impression (contrary to the fact) that they were entered after a hearing and trial on the merits.

Immediately after the entry of such decrees, through the instrumentality of his said attorney, Drury, Luten has had them printed and distributed generally through the mails, and otherwise, particularly to contractors and bridge builders, and by failing to show that such decrees were entered by consent, intimates that such decrees were obtained after hearings on the merits. Notwithstanding the various consent decrees and claims made by Luten and his attorney, all the claims of his patents which have been asserted in any case, tried on full hearing and full record, have been held invalid or not infringed.

That the respondents, for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in the preparation and sale of reinforced concrete bridge designs and plans, in interstate commerce, and with the intent and purpose of intimidating their competitors, have published and caused to be published and circulated among bridge contractors and builders, certain printed advertisements or circulars wherein it was stated, held out and made to appear, that the consent decrees obtained, as aforesaid, were entered after a complete and full trial of the suits and that the defendants therein were compelled to, and did, pay the respondents large sums of money for damages sustained; that such statements were false and misleading and calculated and designed to, and did, deceive contractors and bridge builders and the general public into the belief that Luten's said patents, after full and complete trial and determination, were being held uniformly valid and infringed.

That the respondents, for more than one year last past, with the purpose, intent and effect of stifling and suppressing competition in the preparation and sale of designs and plans for the construction of bridges in interstate commerce, and with the intent and purpose of intimidating their competitors, have upon numerous occasions since the issuance of said letters patent, threatened contractors and builders of reinforced concrete bridges with suits for infringements of said letters patent unless a royalty of ten per cent. on the total contract price of rein-

forced concrete bridges built or constructed by them was paid to the respondents, National Bridge Co., and Daniel B. Luten; that such threats were not made in good faith and when made the respondents had no intention of instituting such suits.

That all the acts and practices complained of and set forth in the five preceding paragraphs of this complaint, were done and committed in the manner and form as therein set forth, by the respondents with the intent, purpose and effect of compelling and coercing bridge contractors and builders to pay the said respondents large sums of money as royalties for alleged infringements of Luten's said patents.

#### COMPLAINT No. 225

##### *Against M. P. L. Packing and Supply Co.*

Cause: That the respondent, M. P. L. Packing and Supply Co., in the course of its business of selling packings and supplies for engines or engine rooms for more than one year last past has been giving and offering to give to employees of both its customers and prospective customers as an inducement to influence their employers to purchase, or contract to purchase, from the respondent packings and supplies for engines and engine rooms without other consideration therefor gratuities such as cash bonuses, commissions, cigars, meals, presents and entertainment.

That the respondent, the M. P. L. Packing and Supply Co., in the course of its business of selling packings and supplies for engines and engine rooms for more than one year last past has been secretly paying and offering to pay to employees of both its customers and prospective customers without the knowledge and consent of their employers sums of money as an inducement to influence their said employers to purchase, or contract to purchase, from the respondent packings and supplies for engines and engine rooms.

#### COMPLAINT No. 226

##### *Against Kinney-Rome Co.*

Cause: That the respondent for more than one year last past, with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of bed springs and kindred products, in interstate commerce, has given and offered to give premiums, consisting of necktie sets, knife and chain sets, umbrellas, watches, diamonds and other personal property, to the salesmen of merchants handling the products of the respondent and those of its competitors, as an inducement to influence them to push the sales of respondent's products, to the exclusion of the products of its competitors.

## COMPLAINT No. 227

*Against Helvetia Milk Condensing Co.*

Cause: That in the course of its business of manufacturing and selling evaporated milk throughout the States and Territories of the United States, the respondent, within the year last past, with the purpose, intent and effect of injuring and harassing its competitors, and destroying the trade of its competitors and suppressing and stifling competition in the sale of evaporated milk in interstate commerce, in all cases where the price of its products declined after sale and before same had been resold by the purchaser, has actually refunded to all persons purchasing its products, sums of money equal to the difference between the sale price of such products and the prevailing market price of such products of which same declined.

## COMPLAINT No. 228

*Against The De Laval Separator Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of its cream separators by fixing standard resale prices and by refusing to sell to those who fail to maintain such prices, in alleged violation of Section 5 of the Federal Trade Commission act: Entering into contracts with dealers (several thousand such, constituting a large proportion of the total number) for the sale to them of respondent's separator at certain prices, etc., upon the express condition that separators other than those of respondent shall not be dealt in, the effect of which is to lessen competition or to tend to create a monopoly, in alleged violation of Section 3 of the Clayton act.

## COMPLAINT No. 229

*Against Consolidated Packing and Supply Co.*

Cause: That the respondent, Consolidated Packing and Supply Co., in the course of its business of selling packings and supplies for engines and engine rooms for more than one year last past has been giving, and offering to give, to employees of both its customers and prospective customers as an inducement to influence their employers to purchase, or contract to purchase, from the respondent, packings and supplies for engines and engine rooms without other consideration therefor, gratuities such as cash bonuses, commissions, cigars, meals, presents and entertainment.

That the respondent, the Consolidated Packing and Supply Co., in the course of its business of selling packings and supplies for engines and engine rooms for more than one year last past has been secretly paying and offering to pay to employees of both its customers and prospective customers, without the knoweldge and

consent of their employers, sums of money, as an inducement to influence their said employers to purchase, or contract to purchase, from the respondent, packings and supplies for engines and engine rooms.

#### COMPLAINT No. 230

##### *Against North American Linseed Products Co.*

Cause: That the respondent, North American Linseed Products Co., within the year last past with the intent, purpose and effect of stifling and suppressing competition in the sale of oils, turpentine and kindred products in commerce aforesaid, has advertised, represented, held out, offered and sold certain of its products which were composed of linseed oil which had been adulterated with low-grade mineral oils and other ingredients, as and for linseed oil; that such advertisements and representations were false and misleading and calculated and designed to and did deceive the trade and general public and mislead them into the belief that such products were pure linseed oil.

#### COMPLAINT No. 231

##### *Against Armour & Co. and Farmers' Co-operative Fertilizer Co.*

Cause: That the respondent, Armour & Co., in the conduct of its business purchased, acquired or obtained control of respondent the Farmers' Co-operative Fertilizer Co., and has since and within the three years last past continued to operate the business of said corporation under the trade name of the Farmers' Co-operative Fertilizer Co.

That respondent, Armour & Company, now and for more than two years last past, with the purpose, intent, and effect of stifling and suppressing competition in the manufacture and sale of fertilizing materials in interstate commerce, has concealed and still conceals from the purchasing and consuming public its control of interest in and affiliation with respondent, the Farmers' Co-operative Fertilizer Company; and respondent, Armour & Company, for more than two years last past has permitted, and still permits, respondent, the Farmers' Co-operative Fertilizer Co. to be held out and advertised as wholly independent and without connection with the respondent, and its products to be sold and offered for sale to the public without general disclosure of its real ownership, and respondent has directed the efforts and business of respondent, the Farmers' Co-operative Fertilizer Co. and the acquisition of certain trade by respondent, the Farmers' Co-operative Fertilizer Co., which respondent, Armour & Co., could not and cannot acquire if the control of the Farmers' Co-operative Fertilizer Co. by Armour & Co. were generally known to the public.

## COMPLAINT No. 232

*Against Wall Rope Works, Inc., New York City*

Cause: That in the course of its business of manufacturing and selling rope, oakum and cordage throughout the States and Territories of the United States, the respondent, for more than one year last past, has been secretly paying and offering to pay, to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, without the knowledge and consent of their employers, sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, rope, oakum and cordage, or to influence such customers to refrain from dealing, or contracting to deal with competitors of the respondent.

## COMPLAINT No. 233

*Against The New Jersey Asbestos Co.*

Cause: That in the course of its business of manufacturing and selling engine packings composed of asbestos, metal and asbestos, flax, wood-fibre and kindred products throughout the States and Territories of the United States, the respondent, for more than one year last past has been giving and offering to give, to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, as an inducement to influence their employers to purchase or contract to purchase from the respondent, engine packings composed of asbestos, metal and asbestos, flax, wood-fibre and kindred products, without other consideration therefor, gratuities such as liquor, cigars, meals, theatre tickets, valuable presents, and entertainment.

That in the course of its business of manufacturing and selling engine packings composed of asbestos, metal and asbestos, flax, wood-fibre, and kindred products, throughout the States and Territories of the United States, the respondent, for more than one year last past, has been paying and offering to pay, to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, without the knowledge and consent of their employers, sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, engine packings composed of asbestos, metal and asbestos, flax, wood-fibre, and kindred products, or to influence such customers to refrain from dealing or contracting to deal with competitors of the respondent.

## COMPLAINT No. 234

*Against Stewart Dickson & Co., Inc.*

Cause: That in the course of its business of manufacturing and selling engine packings composed of asbestos, flax and kin-

dred products throughout the States and Territories of the United States, the respondent, for more than one year last past, has been, secretly paying and offering to pay, to employees of both its customers and prospective customers, and its competitors' customers and prospective customers, without the knowledge and consent of their employers, sums of money as an inducement to influence their said employers to purchase or contract to purchase from the respondent, engine packings composed of asbestos, flax and kindred products, or to influence such customers to refrain from dealing, or contracting to deal with competitors of respondent.

COMPLAINT No. 235

*Against Brown Portable Conveying Machinery Co.*

Cause: That the respondent, Brown Portable Conveying Machinery Co., during the three years last past, with the purpose, intent and effect of stifling and suppressing competition in the manufacture and sale of portable conveying machinery in commerce aforesaid, has threatened certain of its competitors with suits for infringement of respondent's alleged letters-patent; that such threats were not made in good faith and when so made respondent had no intention of instituting any such suits and in fact has not instituted any such suits, and that the same were calculated and designed to and did hinder, embarrass and restrain competitors of respondent in the conduct of their business.

That the respondent, Brown Portable Conveying Machinery Co., its agents, servants and employees, within the three years last past with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of portable conveying machinery in commerce aforesaid has held out, stated and represented to the customers of its competitors that:

1. There was a suit at law pending which had been instituted by the respondent against a certain competitor for infringement of a patent alleged to be owned and controlled by the respondent;

2. A certain competitor of the respondent was misleading its competitors and the customers and prospective customers of the respondent by falsely and erroneously stating to such customers and prospective customers that one Eugene Brown was the inventor of the portable elevator manufactured and sold by said competitor;

3. The said Eugene Brown was not the inventor of the machinery sold by his company and was not in any way connected with the manufacture of any elevator, but that he had been picked up by the said competitor's company since respondent's alleged patent was obtained;

that such statements and representations were false and misleading and calculated and designed to and did hinder, embarrass and restrain respondent's competitors and their customers and prospective customers in the conduct of their business.

COMPLAINT No. 236

*Against Carter Paint Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce in the manufacture and sale of roof and metal paints, waterproofing preparations and similar products, the respondent, for more than one year last past has been giving and offering to give premiums consisting of silverware, suits, hats, traveling cases, watches, clocks, talking machines, and other personal property, to salesmen of jobbers handling the products of the respondent and those of its competitors, as an inducement to push the sales of respondent's products in preference to the products of its competitors.

COMPLAINT No. 237

*Against General Chemical Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its "Rizon" baking powder; the respondent, the General Chemical Co., has adopted and maintained a system of fixing prices at which its product shall be resold by dealers, with the effect of securing the trade of dealers, and of enlisting their active co-operation in enlarging the sale of its price-maintained product, to the prejudice of competitors who do not fix and require the maintenance of resale prices of their product, and with the effect of eliminating competition in price among the dealers in its product, and thereby depriving dealers of their right to sell such product at such prices as they may deem adequate and warranted by their selling efficiency, and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused, and is still refusing, to sell its products to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such product at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

COMPLAINT No. 238

*Against The Hoover Suction Sweeper Co.*

Cause: That in the course of its business of manufacturing and selling vacuum sweepers in interstate commerce, the respondent, *The Hoover Suction Sweeper Co.*, for more than one year

last past, has been giving and offering to give to employees of both its competitors and the employees of dealers handling and selling the products of its competitors, as an inducement to influence them to push or favor the sale of respondent's products over those of its competitors, cash bonuses and prizes.

COMPLAINT No. 239

*Against Royal Easy Chair Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in interstate commerce, in the manufacture and sale of reclining chairs and kindred products, the respondent, for more than one year last past has given and offered to give a cash bonus on each chair sold, to salesmen of retail merchants handling the products of the respondent and those of its competitors, as an inducement to push the sales of respondent's products, in preference to the products of its competitors.

COMPLAINT No. 240

*Against Buffalo Specialty Co.*

Cause: That with the intent, purpose and effect of stifling and suppressing competition in the manufacture and sale of its products in interstate commerce, the respondent, Buffalo Specialty Co., has adopted and maintains a system of fixing prices at which its products shall be resold by dealers, with the effect of securing the trade of dealers and of enlisting their active co-operation in enlarging the sale of its price-maintained products to the prejudice of competitors who do not fix and require the maintenance of resale prices of their products, and with the effect of eliminating competition in price among the dealers in its products and thereby depriving dealers of their right to sell such products at such prices as they may deem adequate and warranted by their selling efficiency, and with other effects; and that for the purpose of maintaining said standard resale prices and of inducing and compelling its customers to maintain and keep such standard prices, respondent has for more than two years last past refused and is still refusing to sell its products to customers or dealers who will not agree to maintain such specified standard resale prices or who do not resell such products at the specified standard selling prices so fixed and determined by the respondent as aforesaid.

COMPLAINT No. 241

*Against J. Frank Bates doing business under the trade name and style of Malzo Coffee Co.*

Cause: Respondent is a resident of the District of Columbia. I. J. Mazo and M. H. Mazo, residents of the District of Columbia, have since 1907 sold "Mazo" coffee. With the intent of stifling



and suppressing competition respondent in 1914 began to sell, offer to sell and advertise "Malzo" coffee, such simulation being designed and calculated to deceive the public into believing that respondent's coffee is one and the same as that of Mazo Brothers.

#### COMPLAINT No. 242

*Against Niles Normalizing Machine Co., Inc.*

Cause: Unfair methods of competition in the manufacture and sale of flesh-reducing apparatuses by threatening to institute legal proceedings against its competitors and their customers for alleged violation of its patents rights, such threats not being made in good faith but with intent of intimidating competitors' customers so that said customers will cease to purchase competitors' goods, and with the further intent of embarrassing and harassing competitors in the conduct of their business.

#### COMPLAINT No. 243

*Against E. P. Janes, S. A. Paul, Ironclad Tire Co., Inc., Queen Rubber Co., Inc., Overoad Tire Co., Inc., and Worth-More Tire Co., Inc.*

Cause: Unfair methods of competition in the sale of automobile tires. The individual respondents control a majority of the stock and are the dominant factors in the corporations named. The practice complained of is to repair old tires, coating them with a thin coating of rubber or composition, removing or concealing the original brand, remarking with new brands, advertising these in such a way to lead the public to believe that the renovated tires are new, and guaranteeing, falsely, the renovated tires to give 4,000 miles service.

#### COMPLAINT No. 244

*Against Berry Brothers, Inc., Evert W. Hinkley and William H. Kennedy*

Cause: Stifling and suppressing competition in the manufacture and sale of varnish and kindred products by giving liquor, cigars, theatre tickets, etc., to employees of their own and competitors' customers and prospective customers, and by making secret payments of money to such, as an inducement to influence, their employers to purchase respondents' product, and by secretly paying and offering to pay large sums of money to certain specified foremen finishers of other concerns, with like intent.

#### COMPLAINT No. 245

*Against The Harrison Specialty Co.*

Cause: Unfair methods of competition in the manufacture and sale of plugs for leaking tubes in steam boilers of stationary locomotive and marine engines, by paying to employees of both

its customers and prospective customers, and of its competitors' customers and prospective customers, sums of money, secretly, as an inducement to influence their employers to deal with respondent.

COMPLAINT No. 246

*Against W. P. Wilkin Co., Inc.*

Cause: Unfair methods of competition in the business of selling supplies for ships, by paying large sums of money to captains, engineers, mates and other employees of its own and its competitors' customers and prospective customers, as an inducement to influence their competitors to deal with respondent.

COMPLAINT No. 247

*Against American Chiclet Co.*

Cause: Respondent is engaged in the manufacture and sale of chewing gums, one of which bears the name "Chiclets." The Independent Chewing Gum Co., a competitor, sells as one of its gums, "Chicle Dainties." Respondent is charged with unfair competition in that it has brought suits against jobbers who distribute "Chicle Dainties," for unfair and unlawful competition with respondent's "Chiclets," such suits not being brought in good faith but for the purpose of intimidating the competitor's customers; also, in that it refuses to sell its goods to dealers who deal in the chewing gums of certain of its competitors.

COMPLAINT No. 248

*Against Aluminum Co., of America*

Cause: Acquiring and holding a large part of the stock of the Aluminum Rolling Mill Co., a corporation engaged in commerce, the effect of which, by the use of the stock by voting or granting of proxies or otherwise, is to substantially lessen competition between the respondent and the Aluminum Rolling Mill Co., or to restrain commerce in certain sections and communities, or to tend to create a monopoly.

COMPLAINT No. 249

*Against The Corcoran Manufacturing Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of automobile radiators, by manufacturing a radiator so similar in shape and design to one manufactured by the Ideal Sheet Metal Works that it appears to be almost the identical radiator, such practice being designed and having the effect to deceive and mislead the public.

COMPLAINT No. 250

*Against Borden's Farm Products Co., Inc.*

Cause: Respondent is engaged in the business of selling milk fluid and milk products. Respondent is charged with acquiring

and holding a large part of the stock of the Alexander Campbell Milk Co., the effect of which, by the use of the stock by voting or granting of proxies or otherwise, is to substantially lessen competition between the respondent and the Aluminum Rolling Mill Co. or to restrain commerce in certain sections and communities, or to tend to create a monopoly.

COMPLAINT No. 251

*Against American Sheet and Tin Plate Co.*

Cause: Price discrimination between different purchasers of its manufactured commodities, the effect of which may be to substantially lessen competition or tend to create a monopoly.

COMPLAINT No. 252

*Against Mercury Tire Co., Inc.*

Cause: Unfair methods of competition in the sale of automobile tires.

The practice complained of is to repair old tires, coating them with a thin coating of rubber or composition, removing or concealing the original brand, remarking with new brands, advertising these in such a way to lead the public to believe that the renovated tires are new, and guaranteeing, falsely, the renovated tires to give 4,000 miles service.

COMPLAINT No. 253

*Against Wm. H. Batcheller, George Batcheller, and Akron Tire Co., Inc.*

Cause: Unfair methods of competition in the sale of automobile tires.

The individual respondents control a majority of the stock and are the dominant factors in the corporations named. The practice complained of is to repair old tires, coating them with a thin coating of rubber or composition, removing or concealing the original brand, remarking with new brands, advertising these in such a way to lead the public to believe that the renovated tires are new, and guaranteeing, falsely, the renovated tires to give 4,000 miles service.

COMPLAINT No. 254

*Against (1) Western Sugar Refining Co. and California-Hawaiian Sugar Refining Co.; (2) Haas, Baruch & Co., Stetson-Barret Co. et al. and (3) The C. E. Cumberson Co., The Colbert Co., et al.*

Cause: The Los Angeles Grocery Co. is engaged in the business of buying and selling groceries in wholesale quantities. Respondents (1) above, engaged in the manufacture of cane sugar, are charged with stifling and suppressing competition by refusing to sell to the Los Angeles Grocery Company; respond-

ents (2) above, wholesale grocers, are charged with stifling and suppressing competition by conspiring among themselves and with respondents (1) and (3), to prevent the Los Angeles Grocery Co. from obtaining the commodities dealt in by it by threatening not to buy from manufacturers and to boycott the goods of such manufacturers should they sell to the Grocery Co., and by other means; respondents (3), engaged in the business of selling the products of various manufacturers of groceries and food products are charged with stifling and suppressing competition by permitting themselves to be intimidated by threats of boycott, and have in consequence refused to sell the wares of their principals to the Los Angeles Grocery Co.

COMPLAINT No. 255

*Against Ruud Manufacturing Co., and Pittsburgh Water Heater Co.*

Cause: The charge is that the two-named respondents, by agreement and understanding, with the intent of stifling and suppressing competition, have established and maintain a system of standard resale prices in connection with the manufacture and sale of instantaneous automatic gas water heaters, and refuse to sell to those who fail to maintain such standard resale prices.

COMPLAINT No. 256

*Against James B. Shafer, trading under the name and style of the Universal Battery Service Co.*

Cause: Respondent's business is, among other things, that of manufacturing and selling batteries for automobile ignition and lighting. Prior to the engaging in business by the respondent as the Universal Battery Service Co., the Universal Battery Co. had an established business in the manufacture and sale of batteries for automobile ignition and lighting. Respondent is charged with using unfair methods of competition in adopting the name of the older company with the addition merely of the word "Service," in adopting a style and color scheme in its advertising resembling that used by the older company; and in claiming that its batteries last forever.

COMPLAINT No. 257

*Against Twin City Printers' Roller Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of rollers for printing presses by giving liquor, cigars, theatre tickets, etc., to employees of their own and competitors' customers and prospective customers, and by making secret payments of money to such, as an inducement to influence, their employers to purchase respondents' product.

## COMPLAINT No. 258

*Against McKnight-Keaton Grocery Co., Wood N Bennett Co.,  
The Scudders-Gale Grocer Co., and Ray L. Hosmer and  
Thos. W. Watson, co-partners trading as Ray L.  
Hosmer & Co.*

Cause: Unfair methods of competition in the wholesale grocery business and the grocery brokerage and commission business, it being charged that respondents are unlawfully engaged in a conspiracy to hamper and obstruct a certain competitor, by inducing grocery manufacturers to refuse to recognize this competitor as a jobber and as such entitled to buy at jobbers' or wholesalers' prices and terms.

## COMPLAINT No. 259

*Against Oldbury Electric-Chemical Co., J. L. & D. S. Riker, Inc.,  
and Central Signal Co.*

Cause: The Oldbury Electro-Chemical Co. is engaged in the manufacture and sale, among other products, of perchlorate of potash of which product it is the sole manufacturer in the United States and which is an essential in the manufacture of signal torches or fuses. The entire output of the perchlorate of potash is disposed of, through the company's sales agents, J. L. & D. S. Riker, Inc., to the Central Railway Signal Co.: The existence of a conspiracy or confederation among respondents is charged which renders it impossible for anyone other than the Signal company to secure the chemical from the Oldbury Co., all competition in the sale of such fuses being thus eliminated.

## COMPLAINT No. 260

*Against C. R. Fenton and F. P. Fenton, co-partners, styling  
themselves Standard Soap Manufacturing Co.*

Cause: Engaging in unfair methods of competition in the manufacture and sale of soap and kindred products by giving and offering to give to employees of their own customers and prospective customers, and to employees of their competitors' customers and prospective customers, without the knowledge of their employers, gratuities such as money and other things of value as an inducement to influence their respective employers to deal with respondents.

## COMPLAINT No. 261

*Against Rome Soap Manufacturing Co.*

Cause: Engaging in unfair competition in the manufacture and sale of soap and kindred products by giving and offering to give to employees of its own customers and prospective customers and of its competitors' customers and prospective customers, gratuities such as liquor, cigars, valuable presents, etc., and

secret payments of money as an inducement to influence their respective employers to deal with respondent.

COMPLAINT No. 262

*Against F. Kenney Manufacturing Co.*

Cause: Engaging in unfair competition in the manufacture and sale of soap and kindred products by giving and offering to give to employees of its own customers and prospective customers and of its competitors' customers and prospective customers, gratuities such as liquor, cigars, valuable presents, etc., and secret payments of money as an inducement to influence their respective employers to deal with respondent.

COMPLAINT No. 263

*Against Edward L. Swan, and Harmanus Swan, doing business under the name and style of Wm. H. Swan & Sons*

Cause: Engaging in unfair competition in the sale of ship stores and steamship supplies by giving and offering to give to employees of its own customers and prospective customers, and of its competitors' customers and prospective customers, gratuities such as liquor, cigars, valuable presents, etc., and secret payments of money as an inducement to influence their respective employers to deal with respondents.

COMPLAINT No. 264

*Against Roy C. Downs, and George W. Lord, doing business under the name and style of Engineering Supply Co.*

Cause: Engaging in unfair competition in the manufacture and sale of a certain boiler compound, and oil and greases, by paying and offering to pay money to employees of their own customers and prospective customers and to employees of their competitors' customers and prospective customers as an inducement to influence their respective employers to deal with respondents.

COMPLAINT No. 265

*Against Butterick Co., Federal Publishing Co., Standard Fashion Co., Butterick Publishing Co., and New Idea Pattern Co.*

Cause: A community of interest exists among respondents, making them practically one. Unfair competition in the manufacture and sale of paper dress patterns is charged in that contracts have been entered into with approximately twenty thousand retail dealers fixing standard resale prices, respondents refusing to deal with those who fail to maintain such prices. It is also charged that respondents have entered into contracts with approximately twenty thousand retail dealers (a large proportion of the total number of dealers) for the sale to them of patterns at certain prices, etc., upon the express condition that

the patterns of competitors be not dealt in, threatening to cut off the supply and to bring suit if this condition be not met and actually refusing to supply patterns and actually instituting legal proceedings, the effect of all of which is to restrain, hinder and embarrass competitors and of lessening competition.

COMPLAINT No. 266

*Against Pictorial Review Co.*

Cause: Unfair methods of competition in the manufacture and sale of paper dress patterns are charged in that contracts have been entered into with a large number of retail dealers at certain prices, in certain quantities, etc., providing that at the termination of the contract unsold stock in the hands of dealers will be repurchased at three-quarters of the cost thereof, conditionally on the dealers having sold no other patterns than respondent's during the contract term and that all sales have been made at the prices prescribed by respondent, the effect of which is to embarrass and hinder competitors in marketing their patterns. It is also charged that respondent has entered into sales contracts with several thousand dealers, at certain prices, in certain quantities, etc., on condition that said dealers handle no other patterns than those of respondent, the effect of which is to hinder and embarrass competitors in marketing their patterns.

COMPLAINT No. 267

*Against Chicago Millwork Co.*

Cause: Respondent is a so-called catalog or mail-order house engaged in the lumber trade. Unfair methods of competition are charged consisting of issuing false and misleading statements in circular letters, advertising matter, etc., some derogatory of the so-called regular dealers and some in relation to the benefits to be deprived by dealing with respondent; and it is further charged that respondent has been secretly offering and paying bonuses to local contractors, builders, etc., as an inducement to such to push or favor respondent's lumber and building materials over those of its competitors.

COMPLAINT No. 268

*Against The Aeolian Co.*

Cause: Unfair methods of competition are charged in that respondent (1) has adopted and maintains a system of standard resale prices for its pipe organs, perforated music rolls, musical instruments of the phonograph type and phonograph records, refusing to sell to those who fail to maintain such prices; (2) has inaugurated and maintains a system of requiring dealers who handle competitors' product as well as its own, to proclaim *its goods* as the best and unqualified leaders; and, (3) has re-

fused to sell, or allow dealers to sell, its pipe organ music rolls except to purchasers of its pipe organs.

COMPLAINT No. 269

*Against American Graphophone Co., Columbia Graphophone Co.,  
Columbia Graphophone Manufacturing Co.*

Cause: The American company manufactures the Columbia Graphophones, Columbia Grafonolas, and Columbia records, and owns the Columbia Graphophone Co., its selling agent; the Columbia Graphophone Manufacturing Co. was organized to acquire the stock of the American Co. and has acquired much of it. Unfair methods of competition are charged. Prior to March 4, 1918, standard resale price contracts had been entered into by the Columbia Graphophone Co. with many dealers; subsequent to March 4, 1918, these contracts were abrogated and new contracts entered into between the two companies through their agent, Columbia Co., and large numbers of retail dealers, which contained no express resale price conditions; however, an implied agreement to maintain the standard resale prices is charged, as is a refusal to sell to those who fail to maintain such prices.

COMPLAINT No. 270

*Against C. L. Chase, trading under the name and style of Chase  
Shoe Co.*

Cause: Unfair methods of competition in the sale of shoes, are changed, in that respondent holds himself out to be a manufacturer of shoes and a shoe manufacturer's distributor, whereas, he, in fact, manufactures no shoes and is not a manufacturer's distributor but simply buys from manufacturers, stores the shoes in his warehouse, and sells from such stocks; also by deceiving and misleading his customers and the public generally by making statements to the effect that by giving attention to the manufacturing and selling of shoes to the public by mail for many years, he believes he is able to furnish better shoes for the same money than any other concern on earth.

COMPLAINT No. 271

*Against Fruit Growers Express*

Cause: Respondent is engaged in the business of leasing to various railroad companies refrigerator cars used in the transportation of fresh fruit and vegetables under a contract containing a clause which reads as follows: "The railroad shall use the car line's equipment exclusively in the movement of fruits and vegetables under refrigeration in carloads from points on the lines of railway owned or operated by the railroad during the life of this contract." It is charged that this clause is inserted



in the contracts for the purpose of substantially lessening competition, and that such is the effect, and further that the practice complained of has enabled the respondent to acquire a complete monopoly in the transportation of the commodities mentioned over the lines of railway with which it has such contracts.

## COMPLAINT No. 272

*Against Wm. Waltke & Co.*

Cause: Unfair methods of competition in the manufacture and sale of soaps and toilet sundries are changes in that respondent has maintained a practice of prescribing standard resale prices, has entered into agreements with dealers to maintain such prices, and threatens to refuse and does refuse to sell to these who fail to maintain the standard resale prices.

## COMPLAINT No. 273

*Against Pan Motor Co. and Samuel C. Paudolfo*

Cause: Unfair methods of competition are charged in connection with soliciting of subscriptions to, and the sale and offering for sale of, stock in the Pan Motor Co., of which Samuel C. Paudolfo is president, and which is controlled by him, such as: making and publishing false, misleading and unfair reports and statements relating to the plan of organization, assets, resources, business, etc., of the company and suppressing facts; stating, contrary to fact that subscriptions would be limited in each case to 25 shares; making, etc., false statements relative to design, price, etc., of automobiles represented to be made by them; making, publishing, advertising and circulating other false and misleading statements including representations, predictions and promises relating to the design, production and manufacture of a certain motor tractor, described as the "Pan Tank-Tread Tractor" and including statements, the intent and purpose of which was to create the impression that the stock of the Pan Motor Co. was ratably equal in value to Liberty Bonds.

## COMPLAINT No. 274

*Against Nestle's Food Co., Inc.*

Cause: Stifling and suppressing competition in the manufacture and sale of condensed milk in export trade by using on its cans of condensed milk shipped from the United States into Mexico certain forms of labels which deceive and mislead the purchasers of said condensed milk in Mexico into the belief that it is manufactured in Europe, the labels wholly concealing the fact that the condensed milk is manufactured in and shipped from the United States.

## COMPLAINT No. 275

*Against Mutual Candy Co., Inc.*

Cause: The capital stock of the respondent company has been issued and sold to approximately 110 wholesale dealers in confections in the Metropolitan District. Unfair methods of competition are charged in that while respondent was ostensibly organized for the purpose of acting as purchasing agent for its stockholders it now claims to perform the functions of a jobber of confections and chewing gum manufactured by the Beech-Nut Packing Co. and other manufacturers and the primary object is to insure by means of an elaborate system the maintenance of fixed resale prices.

## COMPLAINT No. 276

*Against Jacob Lauski*

Cause: Respondent is engaged, in Chicago, in the business of buying, selling and shipping iron and steel scrap. I. Lauski & Son Scrap Iron Co., of Chicago, is engaged in a like business. Unfair competition is charged in that at various times during 1918 respondent accepted, unloaded and disposed of several carloads of scrap purchased by and consigned to the other but diverted and delivered to respondent and that when, because of the similarity of the names, freight bills and other correspondence of the company reached respondent through the mails by means of which he ascertained the names of dealers with whom the company transacted business, he attempted, by various means, to induce such dealers to transact their business with him.

## COMPLAINT No. 277

*Against Boston Piano and Music Co.*

Cause: Stifling and suppressing competition in the manufacture and sale of talking machines, so it is charged, by purchasing talking machines with the name "Masterphone" imprinted thereon, and records from the manufacturers thereof, and under the trade-name "Masterphone Talking Machine Co.," negotiating, effecting and consummating sales of the machines and records so purchased as the result and by the use of a sales plan consisting of false representations, fraudulent schemes, devices, and practices.

## COMPLAINT No. 278

*Against Tokheim Oil Tank and Pump Co.*

Cause: Unfair competition in the business of manufacturing and selling automatic measuring oil pumps, tanks, etc., etc., is charged in that respondent with the intent, purpose, and effect of annoying, embarrassing and obstructing its competitors in the conduct of their business, has systematically and on a large scale,

induced and enticed and attempted to induce and entice, employees of its competitors to leave their employment by offering and giving such employees employment.

#### COMPLAINT No. 279

##### *Against The Chamberlain Cartridge and Target Co.*

Cause: It is charged that respondent leases large numbers of its Ideal Leggett Traps fixing the rental charge therefor on the condition that the lessee shall not throw or allow to be thrown from, or use in connection therewith, any clay pigeon targets other than those made by respondent; further the stifling and suppressing of competition is charged, in that respondent refuses to lease its traps to those who will not agree to use its pigeons only and cancels the leases of those who have used with its traps the pigeons of competitive manufacturers.

#### COMPLAINT No. 280

##### *Against The Prest-O-Lite Co., Inc.*

Cause: Contracts are made by respondent with those to whom it sells its acetylene gas, which is delivered only in a specially constructed steel cylinder, and after the payment of a deposit equal to the fair market value of the cylinder, specifying that when the gas is exhausted the cylinder is to be exchanged for one that is filled, on payment of an exchange price based on the amount of gas therein, no provision being made for refund of the deposit in the event that the purchasers of the gas require no more or procure it elsewhere, although title to the cylinder remains in the respondent, and setting forth that it is neither practical nor safe for anyone other than respondent to refill its cylinders which does not agree with the facts as evidenced by experience, the effect of which contracts is to substantially lessen competition and to tend to create a monopoly in the manufacture and sale of acetylene gas.

#### COMPLAINT No. 281

##### *Against Emil West, doing business under the name and style of The Sweater Store*

Cause: Respondent's brother established years ago "The Sweater Shop" which later was incorporated as "The Sweater Shop, Inc.," a successful business being conducted. Respondent has, in the same city, adopted the name "The Sweater Store," for his establishment selling similar lines of goods and is so advertising his business, which simulation, it is charged, misleads and deceives the public and stifles and suppresses competition.

## COMPLAINT No. 282

*Against Federal Color and Chemical Co.*

Cause: Unfair methods of competition in the manufacture and sale of dyestuffs, chemicals, soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

## COMPLAINT No. 283

*Against Webb-Jensen-Davis Co., Inc.*

Cause: Unfair methods of competition in the manufacture and sale of printing ink and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, theatre tickets, etc., and by the secret payment of money to such employees for a like purpose.

## COMPLAINT No. 284

*Against William Mohrmann*

Cause: Unfair methods of competition in the manufacture and sale of chemicals, dyestuffs, textile soaps and similar products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

## COMPLAINT No. 285

*Against The Original Bradford Soap Works, Inc.*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

## COMPLAINT No. 286

*Against Harry Bentley, doing business under the name and style of The Standard Soap Co.*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, sums of money.

## COMPLAINT No. 287

*Against Charles J. Fox*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, sums of money.

## COMPLAINT No. 288

*Against J. L. Quimby, doing business under the name and style of J. L. Quimby & Co.*

Cause: Unfair methods of competition in the manufacture and sale of lubricating oils, greases and similar products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

## COMPLAINT No. 289

*Against Woodley Soap Manufacturing Co.*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, meals and entertainment.

## COMPLAINT No. 290

*Against Enterprise Soap Works, Inc.*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and

prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

#### COMPLAINT No. 291

##### *Against The Arabol Manufacturing Co.*

Cause: Unfair methods of competition in the manufacture and sale of sizing, dyes, soap, glue and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

#### COMPLAINT No. 292

##### *Against Roxbury Chemical Co.*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, sums of money, valuable presents and other gratuities.

#### COMPLAINT No. 293

##### *Against Non-Derrick Drilling Machine Co., Inc.*

Cause: The company was organized ostensibly for the purpose of manufacturing a certain device or apparatus for drilling holes for oil, gas, salt and water but has never manufactured any such device. Authorized capital \$200,000; shares \$1.00 par value; 123,630 issued, of which 101,000 shares have been issued to W. A. McClausland for certain patents. Unfair competition in connection with the sale and offering for sale of this stock is charged as follows: false, misleading, unfair and extravagant statements, reports, promises and predictions concerning its business, progress, capital stock, financial standing, etc.; the same concerning the existence, character, value, etc., etc., of the drilling device or apparatus; falsely stating, advertising, etc., that it was engaged in business as a drilling contractor.

#### COMPLAINT No. 294

##### *Against O. P. Olsen & Co., Inc.*

Cause: Unfair methods of competition in the manufacture and sale of groceries, preserved meats, fish, rope, oil, paints and

other ship supplies is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, sums of money.

COMPLAINT No. 295

*Against Bosson & Lane*

Cause: Unfair methods of competition in the manufacture and sale of dyes, soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

COMPLAINT No. 296

*Against Dobbins Soap Manufacturing Co.*

Cause: Unfair methods of competition in the manufacture and sale of soap and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, meals and entertainment.

COMPLAINT No. 297

*Against India Alkali Works*

Cause: Unfair methods of competition in the manufacture and sale of savogran, washing powders and kindred products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, meals and entertainment.

COMPLAINT No. 298

*Against National Oil Products Co.*

Cause: Unfair methods of competition in the manufacture and sale of oil, soap and grease products is charged by virtue of the giving and offering to give to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, meals and entertainment.

## COMPLAINT No. 299

*Against U. S. Oil and Supply Co.*

Cause: Unfair methods of competition in the manufacture and sale of oil, soap and mill supplies is charged by virtue of the giving, and offering to give, to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, meals and entertainment.

## COMPLAINT No. 300

*Against Robert Cohn & Adolph Cohn, doing business under the name and style of Lois Cohn & Sons*

Cause: Unfair methods of competition in the manufacture and sale of meats, produce and other food products is charged by virtue of the giving, and offering to give, to employees of its customers and prospective customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, sums of money.

## COMPLAINT No. 301

*Against Arne Meyer, doing business under the name and style of Marine Supply Co.*

Cause: Unfair methods of competition in the manufacture and sale of life boats, life rafts, motor boats, gas engines, machinery and other supplies for ships is charged by virtue of the giving and sale of life boats, life rafts, motor boats, gas engines, machine customers and to employees of its competitors' customers and prospective customers as an inducement to influence their employers to deal with respondent, gratuities such as liquor, cigars, valuable presents, etc., and by the secret payment of money to such employees for a like purpose.

## COMPLAINT No. 302

*Against North American Construction Co.*

Cause: Respondent is a so-called catalogue or mail-order house engaged in the lumber trade. Unfair methods of competition are charged consisting of issuing false and misleading statements in circular letters, advertising matter, etc., some derogatory of the so-called regular dealers and some in relation to the benefits to be derived by dealing with respondent, included in which being the statement that respondent does not belong to a trust, thereby imputing to local or regular dealers that they do belong to a trust.



## COMPLAINT No. 303

*Against Utah-Idaho Sugar Co., Amalgamated Sugar Co., E. R. Wooley, A. P. Cooper, and E. F. Cullen*

Cause: Stifling and suppressing competition in the purchase of sugar beets and in the manufacture and sale of refined beet sugar, by means of a combination or conspiracy involving the following unfair practices is charged: The circulation of false, misleading and unfair reports as to competitors and prospective customers (1) concerning financial standing and responsibility, (2) that they would be unable to secure sugar beet seed or the beets or to pay for those they did purchase and (3) that their contemplated factories would not be built and that their machinery would not make beet sugar; the circulation of false reports to the effect that respondents (1) occupy all the producing territory in which competitors contemplated operating, (2) have contracts for all the beets to be grown, (3) require more beets themselves than are grown; making contracts for purchase of beets in territory in which competitors intend to operate and lending money to growers on such contracts; using their great wealth, power and financial influence to cause railroads to delay building spurs to serve competitors and to cause banks to refuse credit to competitors and to put factories in territory where competitors had undertaken to start in competition, contracting to buy all available beets; unfairly obtaining information concerning private affairs of competition to be used against them; preventing Dyer & Company, the most prominent of beet sugar factory and factory machinery builders and manufacturers from supplying competitors; financing secret agents to incite financial trouble and embarrassment to competitors and to annoy and harass competitors by instituting litigation, and to purchase and acquire a controlling interest in business of prospective competitors; and divers other means and methods all looking to destruction of competition.

## IV

### OTHER ACTIVITIES OF THE FEDERAL TRADE COMMISSION

Under this heading may be grouped and briefly summarized certain other activities of the Commission, classified as follows:

1. Miscellaneous communications issued by the Commission in the nature of advice to business men.

2. Investigations, and reports based thereon, pursuant to

(a) resolutions of Congress,

(b) directions of the President, or

(c) the opinion of the Commission itself that such investigation was "in the public interest."

3. The administration of the power granted the Commission by the executive order of October 12, 1917, commonly known as the Trading with the Enemy act.

4. The administration by the Commission of the provisions of the Export Trade act (Webb-Pomerene law).

Under number 1 we may mention a letter issued January, 1916, purporting to aid the business men of the country in obtaining the additional credits to which their business operations entitle them, in improving accounting practice and in establishing better standards of bookkeeping and cost accounting. This idea was amplified and enlarged by another document issued by the Commission on July 1, 1916, entitled "Fundamentals of a Cost System for Manufacturers," and a further publication July 15, 1916, "A System of Accounts for Retail Merchants."

"Uniform Contracts and Cost Accounting Definitions and Methods," contain a number of recommendations issued in July, 1917, in conjunction with delegates from the Departments of War, Navy and Commerce and the Council of National Defense.

Under number 2 come:

*Report on Pipe-Line Transportation of Petroleum*, made in response to two resolutions of the Senate, No. 100, 63d Congress, first session, and No. 457, 63d Congress, second session.

*Report on Trade Tariffs in Brazil, Uruguay, Argentine, Chile, Bolivia and Peru*, June 30, 1916, made at the request of the President.

*Report on the Fertilizer Industry*, made August 19, 1916, in response to a resolution of the Senate, No. 487, 62d Congress, third session.

*Report on the Price of Gasoline in 1915*, April 11, 1917, made by the Commission itself, because they "deemed it in the public interest to make a special investigation."

*Report on the Beet Sugar Industry*, dated May 24, 1917, based

on an investigation begun by the Commissioner of Corporations at the direction of the Secretary of Commerce.

*Report on the News-Print Paper Industry*, dated June 13, 1917, upon an investigation made pursuant to Senate Resolution No. 177, 64th Congress.

*Report on the Book-Paper Industry*, August 21, 1917, based on an investigation made pursuant to Senate Resolution No. 269, 64th Congress, first session.

*Report on Anthracite and Bituminous Coal*, June 20, 1917, in answer to Senate Resolution No. 51, 65th Congress, first session, and Senate Resolution No. 217, 64th Congress, first session.

*Report on Flour Milling and Jobbing*, April 4, 1918.

*Report on Canned Foods, Vegetables and Fruits*, May 15, 1918, *Canned Salmon*, December 1918, and the *Meat-Packing Industry*, July 3, 1918, were all made upon a general investigation of the food situation pursuant to directions contained in the President's letters of February 7 and February 12, 1917.

In response to the direction under Senate Resolution No. 255, 65th Congress, Second Session, a report on *Profiteering* was made on June 29, 1918.

### 3. TRADING WITH THE ENEMY.

By the executive order of October 12, 1917, the power and authority to administer Section 10, paragraphs b, c, d, e, f, g, h and i, was vested in the Federal Trade Commission as follows:

"XVII. I further hereby vest in the Federal Trade Commission the power and authority to issue licenses under such terms and conditions as are not inconsistent with law or to withhold or refuse the same to any citizen of the United States or any corporation organized within the United States to file and prosecute applications in the country of an enemy or ally of enemy for letters patent or for registration of trade-mark, print, label or copyright, and to pay the fees required by law and the customary agents' fees, the maximum amount of which in each case shall be subject to the control of such commission; or to pay to any enemy or ally of enemy any tax, annuity, or fee which may be required by the laws of such enemy or ally of enemy nation in relation to patents, trade-marks, prints, labels and copyrights.

"XVIII. I hereby vest in the Federal Trade Commission the power and authority to issue, pursuant to the provisions of section 10 (c) of the trading-with-the-enemy act, upon such terms and conditions as are not inconsistent with law, or to withhold or refuse a license to any citizen of the United States, or any corporation organized within the United States, to manufacture or cause to be manufactured a machine, manufacture, composition of matter, or design, or to carry on or cause to be carried on a process under any patent, or to use any trade-mark, print, label, or copyrighted matter owned or controlled by an enemy or ally of

enemy, at any time during the present war; and also to fix the prices of articles and products manufactured under such licenses necessary to the health of the military and the naval forces of the United States, or the successful prosecution of the war; and to prescribe the fee which may be charged for such license, not exceeding \$100 and not exceeding 1 per cent. of the fund deposited by the licensee with the alien property custodian as provided by law.

"XIX. I hereby further vest in the said Federal Trade Commission the executive administration of the provisions of section 10 (d) of the trading-with-the-enemy act, the power and authority to prescribe the form of, and time and manner of filing statements of the extent of the use and enjoyment of the license and of the prices received and the times at which the licensee shall make payments to the alien property custodian, and the amounts of said payments, in accordance with the trading-with-the-enemy act.

"XX. I further hereby vest in the Federal Trade Commission the power and authority, whenever in its opinion the publication of an invention or the granting of a patent may be detrimental to the public safety or defense, or may assist the enemy, or endanger the successful prosecution of the war, to order that the invention be kept secret and the grant of letters patent withheld until the end of the war.

"XXI. The said Federal Trade Commission is hereby authorized to take all such measures as may be necessary or expedient to administer the powers hereby conferred."

In accordance with the authority thus vested, instructions, rules and forms concerning patents, trade-marks, prints, labels, designs, copyrights, filing and prosecuting applications in enemy countries and the payment of taxes, annuities and fees therein were formulated and issued by the Commission.

#### 4. THE EXPORT TRADE ACT.

From the report of the Federal Trade Commission it appears that not more than sixty associations have so far applied for the benefits of this act, and that nearly half these applications have been rejected by the Commission, while others are held in suspense because certain features may be at variance with the Anti-Trust statutes.

To quote: "As to the statements which have been filed with the Export Trade Division under section 5 of this act, it has been noted that practically every corporation formed has been organized for the transaction of some business other than that of solely engaging in exporting from the United States to foreign nations as defined in the act."

The Commission also alleges that most of the articles of association filed have also contemplated the transaction of business other than that of exporting to foreign nations.

To quote again: "One of the difficulties which exporting houses seem to find with the law is that export companies usually both export and import, while the law provides that its protection is given to associations entered into for the sole purpose of engaging in export trade and actually engaged solely in such export trade."

This deficiency in itself is enough to account for a great deal of the disappointment occasioned by the failure of the so-called Webb-Pomerene law to accomplish the purposes for which it was intended; and explains why so little has been done toward putting it into effect. In this respect at least, the law plainly needs amendment and extension. Exporters often take other goods in trade in return for their exports; and, in many parts of the world, especially under present conditions, can be repaid only with goods, because of the lack of cash or credit facilities.

## V

### EXPENDITURES

The Commission was organized on March 15, 1915, and took over certain unexpended balances from the Bureau of Corporations, Department of Commerce.

The expenditures of the Commission from its organization to June 30, 1916, were.....	\$379,927.41
For the fiscal year ending June 30, 1917, it expended	472,501.20
For the fiscal year ending June 30, 1918.....	1,423,394.25
Appropriation for fiscal year 1919-20.....	1,000,000.00

## INDEX OF COMPLAINTS

	AGAINST	PAGE
Abbott A. Theo. & Co.....		20
Acme White Lead and Color Works, The.....		47
Adams & Elting Co.....		28
Advance Paint Co.....		41
Aeolian Co., The.....		114
Agricultural Chemical Co.....		33
Akron Tire Co., Inc.....		110
Allen C. Louis.....		95
Allen J. H. & Co.....		36
Allen Sales Service, Inc.....		95
Allen Winfield S.....		49
Aluminum Co., of America.....		109
Amalgamated Sugar Co.....		124
American Agricultural Chemical Co.....		33
American Can Co.....		41
American Chicle Co.....		109
American Graphophone Co.....		115
American Mailing Device Corporation.....		33
American Printing Roller Ink Co.....		65
American Radiator Co.....		24
American Sheet and Tin Plate Co.....		110
American Tank and Pump Co.....		44
American Thermos Bottle Co.....		85
American Tobacco Co., The.....		35
American Varnish Co.....		47
Arabol Manufacturing Co., The.....		121
Armour & Co.....	50 and	103
Association of Flag Manufacturers of America.....		22
Atlantic Ice and Coal Corporation.....		35
Atlantic Packing Co.....		46
Atlantic Refining Co.....		43
Atteaux F. E. & Co.....		34
Ault & Wiborg Co., The.....		32
Auto Strop Safety Razor Co.....		57
Auto Surplus Stock Co.....		68
Baker C. W., & Sons.....		70
Baltimore Hub-Wheel and Manufacturing Co.....		72
Batcheller George.....		110
Batcheller William H.....		110
Bates J. Frank.....		107
Baugh & Sons Co.....		49
Beech-Nut Packing Co.....		34
Bennett Wood N. Co.....		112
Bentley Harry.....		120
Berg Nathan.....		49
Berry Brothers, Inc.....		108
Bingham Bros. Co.....		61
Bingham's Samuel Son Mfg. Co.....		60
Bird-Archer Co.....		61
Blackburn Varnish Co.....		29
Blakely Printing Co., et al.....		59
Block & Co.....		25
Block & Emporium.....		25
Bonsor C. F., & Co., Inc.....		36
Book-Paper Manufacturers.....		22
Borden's Farm Products Co., Inc.....		109
Bosson & Lane.....		122
Boston Piano and Music Co.....		117
Boston Varnish Co.....		30
Botsford Lumber Co., et al.....		21
Brach, E. J., & Sons.....		41

AGAINST	PAGE
Bradford Soap Works, Inc., The Original.....	119
Bridgeport Wood Finishing Co.....	29
Brown Co. The.....	33
Brown Portable Conveying Machinery Co.....	105
Buckie John F., & Son.....	60
Buddah Tea Co.....	36
Buffalo Specialty Co.....	107
Butterick Co.....	113
Butterick Publishing Co.....	113
California-Hawaiian Sugar Refining Co.....	110
Carter Paint Co.....	106
Central Signal Co.....	112
Chamberlain Cartridge and Target Co., The.....	118
Chase C. L.....	115
Chase Shoe Co.....	115
Chester Kent & Co.....	23
Chicago Lino-Tabler Co.....	23
Chicago Millwork Co.....	114
Chicago Varnish Co.....	47
Circle Cilk Co.....	20
Cleveland Macaroni Co., The.....	80
Climax Coffee and Baking Powder Co., The.....	36
Closset & Devers.....	73
Cluett, Peabody & Co., Inc.....	34
Coca-Cola Co., The.....	26
Cohn Lois, & Sons.....	123
Cohn Robert, & Cohn Adolph.....	123
Colbert Co., The, et al.....	110
Colorado Milling and Elevator Co., The.....	26
Columbia Graphophone Co.....	115
Columbia Graphophone Manufacturing Co.....	115
Columbus Varnish Co.....	26
Commonwealth Color and Chemical Co., The.....	76
Consolidated Dressed Beef Co.....	49
Consolidated Oil Co., et al.....	69
Consolidated Packing and Supply Co.....	102
Consolidated Rendering Co.....	46
Cooper A. P.....	124
Corcoran Manufacturing Co., The.....	109
Crescent Manufacturing Co.....	34
Cudahy Packing Co., The.....	22
Cullen E. F.....	124
Cumberson C. E., & Co., The.....	110
Curtis Publishing Co.....	21
Cutler Mail Chute Co.....	34
Dannemiller Grocery Co., The.....	37
Day James B., & Co.....	47
Dearborn Chemical Co.....	50
Dearborn Typewriter Co.....	25
De Laval Separator Co., The.....	102
De Miracle Chemical Co.....	72
Dobbins Soap Manufacturing Co.....	122
Donegan D. H.....	65
Downs Roy C.....	113
Druggists' Association.....	51
Drury Frank H.....	98
Eagle Printing Ink Co.....	27
Elliott J. S., Coffee Co.....	37
Enders Sales Co., Inc.....	64
Engineering Supply Co.....	113
English F. W.....	49
Enterprise Coffee Co.....	37
Enterprise Soap Works, Inc.....	120

## AGAINST

	PAGE
Essex Varnish Co.....	32
Esterbrook Steel Pen Manufacturing Co., The.....	50
Ethridge A., & Co.....	37
Evans Dollar Pen Co., The.....	46
Farmers' Co-operative Fertilizer Co.....	103
Federal Color and Chemical Co.....	119
Federal Publishing Co.....	113
Federal Rope Co., Inc.....	50
Fenton C. R.....	112
Fenton F. P.....	112
Ferry D. M., & Co.....	57
Flag Manufacturers of America, et al.....	22
Fleischmann Co.....	21
Flood & Conklin Co.....	26
Forbes Varnish Co., The.....	31
Fox Charles F.....	120
Frisbie L. T. Co.....	46
Fruit Growers' Express.....	115
Gartside Iron Rust Soap Co.....	67
General Chemical Co.....	106
Geographical Publishing Co. of Chicago.....	58
Gerhart B. L. & Co.....	38
Gilbert & Barker Manufacturing Co.....	43
Glidden Varnish Co., The.....	32
Gold Leaf Manufacturers' Association.....	35
Goldin Bros.....	20
Goodman Henry C.....	66
Goodyear Tire and Rubber Co., The.....	52
Gordon-Van Tine Co.....	93
Grand Rapids Varnish Co.....	30
Grand Rapids Wood Finishing Co.....	31
Graves N. Z. Corporation.....	27
Gray E. E. Co.....	51
Gregory Furniture Manufacturing Co.....	90
Grocers Coffee Co., The.....	38
Guarantee Liquid Measure Co.....	45
Haas Baruch & Co.....	110
Harness Manufacturers' Association of the United States.....	22
Harrison Specialty Co., The.....	108
Hart & Zugelder.....	66
Hart William C.....	66
Helvetia Milk Condensing Co.....	102
Henry-Miller Foundry Co., The.....	84
Hexter S. M., & Co.....	36
Hildreth H. L., Co.....	67
Hillerich J. F. & Son Co.....	23
Hinkley Evert W.....	108
Hinz F. W. & Sons.....	38
Holland-Baden-Ramsey Co., The.....	72
Hoover Suction Sweeper Co., The.....	63 and 106
Hosmer Ray L.....	112
Hosmer Ray L. & Co.....	112
Huber J. M.....	27
India Alkali Works.....	122
Ironclad Tire Co., Inc.....	108
Ironite Co.....	42
Janes E. P.....	108
Jenkins Thomas C.....	38
Johnson Layne Coffee Co., The.....	38
Johnson S. C. & Sons.....	47
Kansas City Printing Ink Co.....	62
Kennedy William H.....	108
Kenney F. Manufacturing Co.....	113



Kenny C. D., Co.....	39
Kinney-Rome Co.....	101
Klaxon Co.....	91
Kryptok Sales Co.....	52
Lasso Pictures Co., The.....	95
Lauski Jacob.....	117
Lawrence-McFadden Co., The.....	31
Levering Coffee Co.....	39
Liebich G. J. Co.....	47
Lilly Eli & Co.....	48
Lilly Varnish Co.....	28
Lindemann Wood Finishing Co.....	28
Long Charles R. Jr. Co.....	32
Lord George W.....	113
Louisville Varnish Co.....	30
Luten Daniel B.....	98
M. P. L. Packing and Supply Co.....	101
McCloskey Varnish Co.....	28
McClure A. T.....	84
McClure A. T. Glass Co.....	84
McClure Arthur W.....	84
McClure John R.....	84
McGuir R. J. Co.....	48
McKnight-Keaton Grocery Co.....	112
Malzo Coffee Co.....	107
Marietta Paint and Color Co.....	31
Marine Supply Co.....	123
Marinello Co. of Wisconsin, et al.....	78
Mars A. L. & Co.....	39
Martin D. B. Co., The.....	49
Massachusetts Chocolate Co.....	35
Master Builders Co.....	42
Mayer & Lowenstein.....	30
Meccano Ltd.....	42
Meccano Co., The, Inc.....	42
Mercury Tire Co. Inc.....	110
Metro Typewriter Co.....	25
Meyer Arne.....	123
Miller Cooper Ink Co.....	63
Miller M. S., Co.....	39
Milwaukee Tank Co.....	45
Minerals Separation, Ltd., et al.....	86
Mohrmann William.....	119
Moller & Schumann Co., The.....	33
Monopole Pictures Co.....	80
Moore Charles F., Secretary.....	22
Morris & Co.....	46
Mothers of Liberty Pictures Co., The.....	80
Muench George.....	41
Muenzen Specialty Co. of New York.....	21
Murphy Varnish Co.....	31
Mutual Candy Co., Inc.....	117
National Bridge Co.....	98
National Biscuit Co.....	24
National Distilling Co.....	23
National Grocery Co.....	73
National Harness Manufacturers' Association of the United States.....	22
National Oil Products Co.....	122
National Varnish Co.....	30
National Vaudeville Artists, Inc., The.....	42
National Wholesale Druggists' Association, The, et al.....	51
Nestle's Food Co., Inc.....	116

